



**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

**LOS ANGELES COUNTY
AMERICA'S JOB CENTER OF CALIFORNIA**

APPENDIX A-3

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
VETERANS AMERICA'S JOB CENTER OF CALIFORNIA
STATEMENT OF WORK**

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N.B.: This Request for Proposals, and the attached model statements of work, and associated attachments and exhibits, employs the County of Los Angeles' standard contracting terms such as "contract", "Contractor", "Sub-Contractor", etc.; these terms will be replaced in any final documents with the terms and corresponding definitions, such as "Sub-award," "Agreement," "Sub-recipient", "Lower-tier Sub-recipient", etc., required under the United States Office of Management and Budget's Uniform Grant Guidance, codified at 2 CFR 200 et seq.

LOS ANGELES COUNTY AMERICA'S JOB CENTERS OF CALIFORNIA APPENDIX A-3: WIOA VETERANS AJCC STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 INTRODUCTION

1.1.1 This Statement of Work (SOW) establishes the minimum required tasks Contractor shall provide in support of the Los Angeles County WIOA Title I Adult and Dislocated Worker (ADW) Veterans Program (Program), administered by the County of Los Angeles, Community and Senior Services (County) to eligible Veterans and Eligible Spouses (defined in *Sections 10.2.2 and 10.2.3 of this SOW*) over the age of 18, who reside in Los Angeles County otherwise referred to herein as "Participant(s)" and employers conducting business in Los Angeles County (Employer Participants or Employers), as codified by Public Law 113-128 under the Workforce Innovation and Opportunity Act Program requirements and if in the role of a One-Stop Operator, in accordance with *Exhibit BB, Los Angeles County Comprehensive AJCC or AJCC One-Stop Operator Requirements, Appendix C, One Stop Operator for America's Job Center of California (AJCC) Contract ("Contract")*.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 MODIFICATIONS

2.1.1 Prior to modifying or terminating Services, or revising hours of service delivery at previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent of County, and shall comply with *Contract, Sub-paragraph 9.9 (Modifications)*, as applicable and with *Section 6.7 of this SOW, Contractor Sites/Facilities and Resources*, below.

2.1.2 Contractor shall inform County in writing and receive written County approval at least 60 days prior to a relocation of Contractor's location(s).

2.1.3 Services or work hours shall not be modified or terminated throughout the entire Contract term. Should an emergency need arise, County must be notified immediately (*as described in Contract, -Paragraph 9.25 (Unusual Occurrences*

and Crime) and the request for Services or work hour modifications will be reviewed by County on a case-by-case basis.

2.2 AMENDMENTS

2.2.1 All changes must be made in accordance with *Contract, Sub-paragraph 8.1 (Amendments)*.

3.0 QUALITY CONTROL

3.1 QUALITY CONTROL PLAN

3.1.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a high level of service will be provided consistently throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. Contractor shall follow the procedures set forth in *Section 4.0 of this SOW, Quality Assurance Plan*, below and the Plan shall include, but may not be limited to the following:

3.1.1.1 Method of monitoring to ensure that Contract requirements are being met; and

3.1.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request. Contractor shall maintain all records consistent with *Contract, Sub-paragraph 8.38 (Record Retention, Inspection and Audit Settlement)*, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or designee.

3.2 CUSTOMER SATISFACTION SURVEYS

3.2.1 County will provide Contractor with Customer Satisfaction Surveys for Participants, external Program partners, and Employer Participants to evaluate the quality of Services provided by Contractor and partner agencies. Contractor shall retain a copy on file and ensure completed surveys are accessible to County for review. The results of the Surveys will also be used by Contractor to make continuous quality improvements in Services and be visible to Participants. Contractor shall be required by County to develop and comply with resolutions for identified concerns as appropriate and develop outcome measures due to results from the Surveys. Further direction will be provided through County Directive.

3.2.2 The Surveys shall be disseminated to all Participants, external Program partners, and Employer Participants at least once a quarter, each fiscal year. County will provide Contractor with the tool(s) necessary to conduct the Survey. Further instructions will be delineated through County Directive.

3.3 INTERNAL PROTOCOLS

- 3.3.1 Contractor shall establish internal protocols and processes to validate and confirm usage of Services for which Contractor staff has deemed Participants eligible and authorized to be rendered.

4.0 QUALITY ASSURANCE PLAN

- 4.1 County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in *Contract, Sub-paragraph 8.15 (County's Quality Assurance Plan)*.

4.2 ESTABLISHMENT AND MAINTENANCE OF QUALITY ASSURANCE PLAN

- 4.2.1 Contractor shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of this Contract are met. A copy must be provided to County's Contracts Management Manager (CMM) on the Contract start date and as changes occur. The original QAP and any revisions thereto, shall include, but not be limited to, the following:

- 4.2.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in this Appendix A-3, Veterans AJCC Statement of Work. Contractor shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable including a reporting protocol notifying the CMM of any identified performance requirement issues within 24 hours of discovery.
- 4.2.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Contractor employees or any other potential disruption in service.
- 4.2.1.3 Methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff are properly assured, supervised, and maintained during the life of the Contract.
- 4.2.1.4 Contractor's QAP shall include quality improvement strategies and interventions and include barriers/deficiencies/problems identified by County through County's technical assistance visits in this process.
- 4.2.1.5 Contractor shall include qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents in the QAP.

4.3 PERFORMANCE REQUIREMENTS OF QAP

- 4.3.1 If Contractor performance requirements are not met, the CMM may, in addition to all other remedies available under this Contract, telephone Contractor to alert Contractor of a deficiency; send Contractor a User Complaint Report (UCR), or

both. Contractor shall respond to a telephone deficiency complaint within one (1) hour and respond to a UCR within twenty-four (24) hours of receipt.

4.3.1.1 Contractor shall not utilize any employee or sub-contractor whose work has been deemed deficient and unacceptable by the CMM.

4.3.1.2 Contractor shall report any staff changes including separations and new hires to the CMM within 3 business days of the occurrence. In addition, for new hires, Contractor shall include a current resume as part of the notification to County.

4.4 MEETINGS AND TRAINING

4.4.1 Contractor is mandated to attend all scheduled meetings and training called by County, or as directed by County. Contractor shall be given at least three (3) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.4.2 Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via virtual means (e.g., WebEx or Skype). Penalties will apply for Contractor's failure to attend either face-to-face or virtual meetings pursuant to *Performance Requirements Summary (PRS) Chart, Exhibit 3 of Appendix B-3, Veterans AJCC SOW Exhibits*.

4.4.3 Contractor staff is also required to regularly attend meetings, trainings, or conferences that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County or a partner agency, or may be designated by County for Contractor participation. Contractor may also choose to attend other meetings, trainings, or conferences inside or outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other meetings, trainings, or conferences not designated as mandatory by County.

4.5 CONTRACT DISCREPANCY REPORT

4.5.1 Contractor shall provide verbal notification of a Contract discrepancy to the County Contract Project Monitor as soon as possible, but no later than one (1) workday, whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

4.5.2 The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) workdays.

4.6 COUNTY OBSERVATIONS

- 4.6.1 Other County personnel, in addition to County Contract staff, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours.

5.0 DEFINITIONS

- 5.1 For a listing of Definitions for this SOW, refer to *Appendix C, Contract, Exhibit P, Definitions*.

6.0 RESPONSIBILITIES

- 6.1 The responsibilities of the County and the Contractor are as follows:

6.1.1 COUNTY ADMINISTRATIVE DUTIES

- 6.1.1.1 County will administer the Contract according to *Contract, Paragraph 6.0 (Administration of Subaward – County)*. Specific duties will include:

- 6.1.1.1.1 Monitoring Contractor's performance in the daily operation of this Contract.

- 6.1.1.1.2 Providing direction to Contractor in areas relating to policy, information, performance and procedural requirements.

- 6.1.1.1.3 Preparing Amendments in accordance with the *Contract, Sub-paragraph 8.1 (Amendments)*.

6.2 VETERANS AJCC ADMINISTRATIVE DUTIES

- 6.2.1 Contractor operating the Veterans AJCC shall ensure it has staff that are knowledgeable and capable of handling administrative tasks and duties associated with executing the Contract, including the work and tasks specified herein. This includes staff responsible for administrative functions of contract management; financial, fiscal, and accounting functions; and human resources. Staff conducting administrative functions may be employees or staff of the Contractor, or may be a vendor or sub-contractor that Contractor procures to handle administrative functions. It is the Contractor's obligation to ensure that staff performing administrative functions possess the following attributes and responsibilities:

- 6.2.1.1 For purposes of communicating with County staff, ability to speak/read/write/understand English fluently. When communicating with Participants, see *Section 6.8, Multilingual and Multicultural Capabilities of Contractor Staff* below;

- 6.2.1.2 Staff that handle Contract Management functions shall have demonstrable experience managing Local, State and Federal funded grants and contracts, proving the capability to manage the Contract

effectively and efficiently. Employee(s) handling Contract management shall conduct monitoring for contract compliance; implement continuous quality control procedures including management of corrective action plans; ensure achievement of all Contract objectives; keep appropriate records in an auditable manner, and ensure that Contractor meets/exceeds all Contract performance standards in accordance with the applicable sections of *Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230*; and

- 6.2.1.3 Employee(s) that handle fiscal functions shall have the proper education/degree(s) in Accounting or Business Finance; have accounting experience at a level performing the fiscal functions related to Federal grants management including invoicing and payroll; ability and experience in reporting accruals; ability and experience in the development of cost allocation plans; and ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives required to properly execute Services, including, but not limited to: Office of Management and Budget (OMB) regulations, Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFR) sections, and Generally Accepted Government Auditing Standards (GAGAS).

6.3 VETERANS AJCC MINIMUM STAFFING

- 6.3.1 Contractor operating the Veterans AJCC shall adhere to the staffing requirements as set forth in *Comprehensive AJCC, AJCC and Veterans AJCC Operations Personnel Minimum Staffing Requirements, Exhibit 1 of Appendix B-3, Veterans AJCC SOW Exhibits*. In addition, **Contractor shall make every effort to employ Veterans or Eligible Spouses, as defined herein, as staff in any and all positions that provide direct Services to Participants.**

6.4 CONTRACTOR STAFF TRAINING

- 6.4.1 Contractor shall provide training for all new staff and continued in-service training for all staff. Contractor is responsible for ensuring its staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing Services, including cross-training of staff to ensure program and team success and performance.
- 6.4.2 Contractor shall develop and implement written internal staff training and succession plan policies, including the provision of an orientation to all new staff (which shall include employees and volunteers). Contractor shall also define the policy and protocols of information sharing when only a designee attends on behalf of Contractor. Contractor shall also provide its training and succession

plan policies to County for review at least once per program year at the beginning of each program year.

- 6.4.3 Contractor's Contract Manager shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session, unless otherwise directed by County. Contractor may also choose to attend additional educational training opportunities inside or outside of Los Angeles County at Contractor's own expense that the Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other trainings designated by County.
- 6.4.4 Training shall include, but is not limited to, providing information concerning new Directives and regulations issued by County. County will provide relevant and applicable training, including instruction and guidance, as determined by County.
- 6.4.5 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Contract, and may result in further action pursuant to *Contract, Sub-paragraph 9.13 (Probation and Suspension)*, and any other applicable remedies.

6.5 IDENTIFICATION

- 6.5.1 Contractor shall ensure their employees and any volunteers are appropriately identified as set forth in *Contract, Sub-paragraph 7.4 (Subrecipient's Staff Identification)*.

6.6 MATERIALS AND EQUIPMENT

- 6.6.1 The purchase of all materials/equipment to provide needed Services is the sole responsibility of Contractor, with the exception of computer and information technology related equipment, which shall be purchased under the coordination and direction of County. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees and volunteers. Contractors may use WIOA funds to purchase materials and equipment.
 - 6.6.1.1 Contractors must obtain approval from County prior to charging WIOA funds for the following:
 - 6.6.1.1.1 Purchase of property with a per-unit single cost totaling \$5,000 or more.
 - 6.6.1.1.2 Purchase, rent, licensing, maintenance fees, or subscriptions of information technology applications/software/services with

a per-unit single or cumulative cost totaling \$5,000 or more within a twelve (12) month period.

6.6.2 Contractor shall adhere to and shall maintain a clear inventory record of all equipment as directed by County through County Directive.

6.7 CONTRACTOR SITES/FACILITIES AND RESOURCES

6.7.1 County will take the lead in identifying sites and entering into leases to the extent feasible. County may, under certain circumstances, consider One-Stop Operator input on where sites are located and the lease negotiations, on a case by case basis. Contractor acknowledges that County may, at its sole discretion, require Contractor to directly enter into a lease with a property owner for the Veterans AJCC. Contractor will be required to work with County to ensure that the leased site meets all of the operational, geographical, access, and fiscal goals required by County for the Veterans AJCC, as identified herein. Contractor acknowledges the terms of the lease must allow for assignment of the lease to County. Contractor lease costs will be paid by County on a cost reimbursement basis and shall be independent of the funding allocation and budget for operation of the Veterans AJCC.

6.7.1.1 Certain infrastructure costs (base utilities of water, electricity, and gas only) not included in the lease terms will either be directly paid by County or reimbursed to the Contractor.

6.7.1.2 Contractor may be reimbursed for costs associated with moving furniture, files and other related materials needed to furnish a site for functionality on a case by case basis and upon written request to County and approval by County.

6.7.2 Contractor may lease or operate in additional facilities that expand access to Services within the designated service area(s) defined in this Contract only with prior written approval from County.

6.7.3 The Comprehensive AJCCs and associated Affiliates, and AJCCs shall be accessible by public transportation, and meet the full requirements set forth by the *Americans with Disabilities Act of 1990 (ADA)*, including *ADA Title II Accessibility Guidelines* (www.ada.gov/2010ADASTandards_index.htm) and *Title 24 of the California Building Code* (www.bsc.ca.gov/pubs/codeson.aspx).

6.7.3.1 All locations must provide accessible parking spaces for staff and customers, per ADA Accessibility Guidelines 4.1.2(5)(a) and in a manner consistent with the City zoning code(s).

6.7.3.2 In addition to ADA compliance, Comprehensive AJCCs, or any site that has co-located State Employment Development Department (EDD) staff, are subject to full compliance with seismic safety requirements as set forth in *California Codes, Government Code Section 8875-8875.95*.

- 6.7.4 All site locations must be in full compliance with all Federal, State and Local fire and life safety, building, and zoning codes.
- 6.7.5 Comprehensive AJCCs and associated Affiliates, and AJCCs shall provide a safe, comfortable, friendly environment where Participants, Employers and professional staff can interact.
- 6.7.6 Area designated to staff shall be of adequate size to provide required Services. This area shall include on-site partners which for Comprehensive AJCCs, at a minimum includes WIOA ADW and Youth programs, EDD Wagner-Peyser Job Services, Trade Adjustment Assistance, and Veterans; group format Services such as meetings, orientations, and informational/transition and other Career Services workshops; staff cubicles and offices. In addition, space shall be made available to Rapid Response Program Contractor staff and/or County staff, as directed by County.

6.8 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF

- 6.8.1 Contractor must provide Services in English, but in areas where a significant number of Participants do not speak English as their primary language, Contractor shall make efforts to employ staff and recruit volunteers who are bilingual and fluent in American Sign Language and in addition, Los Angeles County's threshold languages of Arabic, Armenian, Chinese (Mandarin or Cantonese), Farsi, Khmer (Cambodian), Korean, Russian, Spanish, Tagalog (Filipino), Thai and Vietnamese, should one or more of these threshold languages be a predominate language used in the community served by Contractor.
- 6.8.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.
- 6.8.3 Contractor shall utilize Partner staff or professional translation services when assistance with another language is needed and no onsite staff speaks that language.
- 6.8.4 Contractor shall not require any Participant to provide his/her own interpreter.
- 6.8.5 Contractor shall adhere to Bilingual and Linguistic Program Services provisions as set forth in [*Cal. Gov. Code § 11135 to 11139.5*] [*22 CCR 98211, 98310 to 98314, 98324 to 98326, 98340 to 98370*].

7.0 INTENTIONALLY OMITTED

8.0 WORK SCHEDULES

- 8.1 Contractor staff work schedules shall follow a 5 day, 40 hours per week (5/40) pattern and shall fall within the standard hours of operation provisions stated in *Section 6.7 of this SOW, Contractor Sites/Facilities and Resources*.
- 8.2 Contractor shall submit for review and approval a work/operational schedule for each facility to the County at least fourteen (14) days prior to starting work. Said work/operational schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies. The schedules shall list the time frames by day of the week, whether morning or afternoon, to indicate when the tasks will be performed.
- 8.3 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County for review and approval at least fourteen (14) working days prior to the commencement of revised schedule of work.
- 8.4 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including, but not limited to, repairs, modifications, refurbishment, or replacement of facility(ies), vandalism, acts of God, and third party negligence, Contractor must have an emergency plan in place to ensure no disruption in Services.

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

- 10.1 Contractor shall provide Services (Services), as specified herein, at an America's Job Center of California (AJCC) site. Contractor shall provide Services only to Participants residing in Los Angeles County. Any exceptions need prior written approval by County. Contractor shall ensure all Participants register through the State Labor Exchange System (currently CalJOBS), or successor system, to properly determine and record Program eligibility and tracking of subsequent Services provided to Participants. Contractor shall provide Services based on guidelines and standards established by the Los Angeles County Workforce Development Board (LACWDB) and County Program Memoranda, Bulletins and Directives.
 - 10.1.1 The Veterans AJCC will serve as a dedicated regional job center that develops, leads and supports regional employment and training initiatives for Veterans, serving Veterans and Eligible Spouses County-wide. The Veterans AJCC will work with, collaborate and support the County's Workforce system with regards to County Veteran employment services and strategies. According to the 2014 USC Veterans study, more than 325,000 Veterans reside in L.A. County with approximately 12,000 new Veterans entering the County each year. The goal of the Veterans Program is to become distinguished nationally with the unique feature of Veterans serving Veterans as employment and other specialists in the AJCC and promote and assist Veterans for a wide range of careers. The

Veterans Program is to also provide access to additional supportive and wrap-around services uniquely tailored to meet the needs of Veterans and Eligible Spouses, which include, but are not limited to, housing, child support, expungement assistance, and mental health services.

10.1.1.1 Veterans AJCC Affiliate site (as approved by County or as required by County): An Affiliate Site (“Affiliate”) is associated with or part of the AJCC, operating as an extension of the AJCC’s reach in the community. An Affiliate does not have separate performance goals or funding; instead, performance goals and funding are issued together with its affiliated AJCC. An Affiliate must make available all WIOA Title I Services, but does not need to provide access to every required one-stop partner program. Affiliates are not responsible for separate Memoranda Of Understanding (MOU)s or Resource Sharing Agreements (RSA)s. Affiliates need to be included in the MOUs and RSAs of the AJCC.

10.1.1.1.1 Contractors shall adhere to requirements in *WIOA Title I, Section 121(e)(2)(B)(i) and 121(e)(2)(B)(ii)* and to County Directives in regard to the operations of its Affiliate(s).

10.1.2 The Veterans AJCC, in combination with associated Affiliate (if applicable), shall provide access to working computers and other appropriate educational resources and must be at the levels stated below unless prior written approval by County is obtained. These requirements are as follows:

10.1.2.1 Provide at least twenty (20) computer stations with internet access. The Veterans AJCC may have fewer computer stations, as directed by County.

10.1.2.1.1 Computer and Information Technology related equipment shall be purchased under the coordination, direction, and written approval of County.

10.1.2.2 Contain at least two (2) enclosed or private offices in which confidential intake and case management discussions can take place. The Veterans AJCC may have fewer offices, as directed by County.

10.1.2.3 Contain at least four (4) classrooms, where training can be provided for thirty (30) or more Participants; one of the classrooms must be a computer lab. The Veterans AJCC may have fewer classrooms, as directed by County.

10.1.2.3.1 Contractor’s computer lab shall consist of the following:

10.1.2.3.1.1 Computer literacy tools;

10.1.2.3.1.2 Online workshops – which are computer based trainings that allow Participants to

receive course instruction without the physical intervention of staff;

10.1.2.3.1.3 On-line basic skills software to improve reading, writing and mathematics computation;

10.1.2.3.1.4 Wi-Fi and other Internet access connectivity;

10.1.2.3.1.5 Access to the State labor exchange system (currently CalJOBS), or successor system, for labor exchange and job searching, Participant tracking, reporting and enrollment and for the use of electronic case notes, Individual Employment Plans, and other applicable tools;

10.1.2.3.1.6 Access to resume software and other workforce program tools; and

10.1.2.3.1.7 Software and other equipment to assist individuals with disabilities for ADA connectivity such as, but not limited to, Frogpad2, Ivona, Maltron, Mirrorboard, Matias, Zoom Text, Jaws Pro, Magic Cursor, and Dragon Naturally Speaking.

10.1.2.4 Phones, printers, fax machines and space for job bulletin boards.

10.1.3 Veterans Comprehensive AJCC or AJCC shall maintain standard hours of operation, which shall be in conjunction with EDD's, or County's operational hours, days and holidays, and/or as directed by County. Affiliates may have alternate hours of operation, as approved by County.

10.1.3.1 *Section 10.1.3* above notwithstanding, Contractor shall make accommodations to be open on alternative hours or days for specialized events or Services, including but not limited to, job fairs, recruitments, specialized service delivery to at-risk youth populations, and other similar events on a case by case basis with County's prior approval.

10.1.4 Contractor shall equip the Veterans Comprehensive AJCC or AJCC with a telephone and TTY line in the Contractor's name where Contractor conducts business. Regardless of location, the office shall be open and available to provide Services at a minimum 8 hours a day, between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, by at least one (1) identified employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract and with the authority to act on behalf of Contractor to address and resolve any issues that may arise. When office staff is not available to answer calls, an answering service shall be provided to receive calls. Contractor shall respond to calls received by the answering service within twenty-four (24) business hours of receipt of the call. Hours of operation that take place outside of the range specified above need prior written approval from County. Affiliates may have an alternate schedule of days and hours of operation, as approved by County.

- 10.1.5 Contractor shall publicly display at all Contractor office location/sites the days and hours of operation for the provision of contracted Services.
- 10.1.6 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, filth or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition.
- 10.1.7 Contractor shall assume administrative responsibilities for the day-to-day operation of the Veterans AJCC and associated Affiliate (if applicable) which includes, but is not limited to: securing the resources and personnel necessary to ensure effective program performance; performing annual fiscal reviews and programmatic audits.
- 10.2 **WIOA Program General Eligibility Criteria:** Contractor shall ensure that all eligibility requirements are adhered to in accordance with WIOA law and regulations and County policies.
- 10.2.1 **WIOA Eligibility Determination:** Contractor shall ensure the level of WIOA Services a Participant receives is based on the Participant's employment and/or training needs and is dependent on meeting eligibility requirements described herein.
- 10.2.2 **ELIGIBLE VETERANS**
- 10.2.2.1 A veteran who is eligible under this program is a person who has served at least one day in the active military, naval, or air service, and who was discharged or released from service under any condition other than a condition classified as dishonorable, as defined in *U.S. Code, Title 38, Section 101*.
- 10.2.2.1.1 The above definition includes Reserve units and National Guard units activated for Federal Service.
- 10.2.2.2 Veteran eligibility for the program will be verified through Veterans Certificate of Release or Discharge from Active Duty (DD-214).
- 10.2.3 **ELIGIBLE SPOUSES**
- 10.2.3.1 An "Eligible Spouse" means a spouse of any of the following:
- 10.2.3.1.1 A spouse of any Veteran who died of a service-connected disability;

10.2.3.1.2 A spouse of any member of the Armed Forces serving on active duty who, at the time of application, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:

10.2.3.1.2.1 Missing in action;

10.2.3.1.2.2 Captured in the line of duty by hostile force;
or

10.2.3.1.2.3 Forcibly detained or interned in the line of duty by a foreign government or power.

10.2.3.1.3 A spouse of any Veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; or

10.2.3.1.4 A spouse of any Veteran who died while a disability was in existence.

10.2.4 **CalJOBS Registration Requirement:** Contractor shall ensure all individuals register through the State Labor Exchange System (currently CalJOBS), or successor system, to properly determine and record program eligibility and track subsequent services provided. After registering in CalJOBS:

10.2.4.1 Individuals that receive Basic Career Services only, shall be enrolled using the Adult Basic Career (ABC) Services Application in the CalJOBS system, or successor system, unless otherwise directed by County to use a different method of collecting data on these individuals.

10.2.4.2 Individuals that are determined to be eligible for WIOA beyond Basic Career Services only are to be enrolled using the full WIOA Application in the CalJOBS system, or successor system.

10.2.5 Contractor acknowledges, separate and apart from the general use of the term 'Participant' within this SOW, that when providing WIOA services, per *20 CFR Part 677.150(a)*, individuals are considered participants when they have received a WIOA service other than self-service or information-only activities, further described below in *subsections 10.2.5.1, 10.2.5.2 and 10.2.5.3*, and have satisfied all applicable programmatic requirements for the provision of services, such as eligibility determination as described herein, *Sections 10.2, WIOA Program General Eligibility Criteria and 10.3, WIOA Program Specific Eligibility Criteria*.

- 10.2.5.1 Per *20 CFR Part 677.150(a)(3)*, self-service occurs when individuals independently access the workforce development system information and activities with very little to no staff assistance. Self-service can be through either a physical location, such as a Comprehensive AJCC, AJCC or partner agency, or remotely via electronic technologies, with very little to no staff assistance, however, virtual service shall not be automatically considered a self-service.
- 10.2.5.2 Per *20 CFR Part 677.150(a)(3)*, information-only services are when staff provide readily available information that does not require an assessment by a staff member of the individual's skills, education, or career objectives. Information-only services may include both self-service basic career services and staff-assisted basic career services which are designed to inform and educate an individual about the labor market and to enable an individual to identify his or her employment strengths, weaknesses, and range of appropriate services. Basic career services that require significant staff involvement are not considered information-only services or activities.
- 10.2.5.3 Individuals who receive self-service or information-only services and activities can still be Participants if they receive services other than self-service or information-only activities. WIOA Program services and activities are further described below starting from *Section 10.6.1.26 of this SOW, WIOA Program Career Services*.

10.3 WIOA PROGRAM SPECIFIC ELIGIBILITY CRITERIA

10.3.1 ADULT PROGRAM ELIGIBILITY

10.3.1.1 Contractor shall determine Adult Program eligibility in compliance with WIOA Title I Sections 3(2) and 3(15), and with State and County mandates, and ensure the applicant is:

10.3.1.1.1 Eighteen (18) years of age or older;

10.3.1.1.2 Legally entitled to work in the United States;

10.3.1.1.3 If male, registered with the U.S. Selective Service. All males who are at least 18 years of age and born after December 31, 1959, who are not in the armed services on active duty, must be registered for Selective Service, or be able to demonstrate that they did not knowingly and willfully fail to register prior to enrollment in any WIOA activity. Applicant's lack of knowledge of the Selective Service registration requirement is insufficient evidence that the failure to register was not "knowing and willful"; and

10.3.1.1.4 A Veteran or Eligible Spouse.

10.3.2 DISLOCATED WORKER PROGRAM ELIGIBILITY

10.3.2.1 Contractor shall determine Dislocated Worker Program eligibility in compliance with WIOA Title I Section 3(15), and with State and County mandates, and ensure the applicant is:

10.3.2.1.1 Eighteen (18) years of age or older;

10.3.2.1.2 Legally entitled to work in the United States;

10.3.2.1.3 If male, registered with the U.S. Selective Service. All males who are at least 18 years of age and born after December 31, 1959, who are not in the armed services on active duty, must be registered for Selective Service, or be able to demonstrate that they did not knowingly and willfully fail to register *prior to enrollment* in any WIOA activity. Applicant's lack of knowledge of the Selective Service registration requirement is insufficient evidence that the failure to register was not "knowing and willful;" and

10.3.2.1.4 A Veteran or Eligible Spouse;

10.3.2.1.5 To establish that an eligible Adult qualifies as a Dislocated Worker, in addition to the above criteria, the requirements of one (1) or more of the following eight (8) categories must also be met:

10.3.2.1.5.1 Category 1 - Terminated or laid off, or has received a notice of termination or layoff, from employment; **AND** eligible for or has exhausted entitlement to unemployment compensation; **AND** is unlikely to return to a previous industry or occupation; or

10.3.2.1.5.2 Category 2 – Terminated or laid off, or has received a notice of termination or layoff, from employment; **AND** employed for a duration sufficient to demonstrate, to the appropriate entity at AJCC referred to in WIOA Title I Section 121(e), attachment to the workforce, but is not eligible for

unemployment compensation due to insufficient earnings or having performed Services for an employer that were not covered under a State unemployment compensation law; **AND** is unlikely to return to a previous industry or occupation; or

- 10.3.2.1.5.3 Category 3 - Terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; or
- 10.3.2.1.5.4 Category 4 - Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or for purposes of eligibility to receive non-staff assisted Basic Career Services only, is employed at a facility at which the employer has made a general announcement that such facility will close; or
- 10.3.2.1.5.5 Category 5 - Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- 10.3.2.1.5.6 Category 6 - Is a displaced homemaker; or
- 10.3.2.1.5.7 Category 7 - Is the spouse of a member of the Armed Forces on active duty (as defined in *section 101(d)(1) of title 10, United States Code*), **AND** who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
- 10.3.2.1.5.8 Category 8 - Is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed **AND** is

experiencing difficulty in obtaining or upgrading employment.

10.3.2.1.6 **SEPARATING MILITARY SERVICE MEMBERS**

10.3.2.1.6.1 In accordance with *20 CFR Part 680.660*, if the separating service member is separating from the Armed Forces with a discharge that is anything other than dishonorable, the separating service member qualifies for WIOA Dislocated Worker Program activities based on the following Category 1 or Category 2 criteria:

10.3.2.1.6.1.1 The separating service member has received a notice of separation, a DD-214 from the Department of Defense, or other documentation showing imminent separation from the Armed Forces to satisfy the termination or layoff part of the Dislocated Worker criteria in *Sections 10.3.2.1.5.1 or 10.3.2.1.5.2 of this SOW and WIOA Title I Section 3(15)(A)(i)*;

10.3.2.1.6.1.2 The separating service member qualifies for the Dislocated Worker eligibility criteria on eligibility for or exhaustion of unemployment compensation in *WIOA Title I Section 3(15)(A)(ii)(I) or (II)*; and

10.3.2.1.6.1.3 As a separating service member, the individual meets the Dislocated Worker eligibility criteria that the individual is unlikely to return to a previous industry or occupation in *WIOA Title I Section 3 (15)(A)(iii)*.

10.4 PRIORITY REQUIREMENTS

- 10.4.1 Contractor shall give Adult Program priority to recipients of public assistance that are Veterans or Eligible Spouses, other low income Veterans or Eligible Spouses, and Veterans or Eligible Spouses who are basic skills deficient for receipt of Career Services and Training Services. County will issue Directive(s) to Contractors for Priority of Services based on policies approved by the LACWDB and the Governor, as described in *WIOA Title I Section 134(c)(3)(E)*.
- 10.4.1.1 In accordance with *U.S.C 4213*, when past income is an eligibility determinant for federal employment or training programs, any amounts received as military pay or allowances by any person who served on active duty and certain benefits must be disregarded for the Veteran and for other individuals for whom those amounts would normally be applied in making an eligibility determination. As such, this applies when income is used as a factor for Priority of Service for low-income individuals with WIOA Title I Adult funds.
- 10.4.1.2 In accordance with *U.S.C 4214*, amounts paid while on active duty or paid by the Department of Veterans Affairs (VA) for vocational rehabilitation, disability payments, or related VA-funded programs shall not be considered income for income-based eligibility determination.
- 10.4.2 Contractor shall place priority of services under both the Adult and Dislocated Worker Programs to the following Veteran categories, after priority has been provided pursuant to *Section 10.4.1 of this SOW*, above:
- 10.4.2.1 Recently separated Veterans who are in need of support to enter the civilian workforce for the first time, including Veterans who need assistance in transferring their skills, experience, and credentials to the civilian job market;
- 10.4.2.2 Veterans who have been back in the civilian workforce for some time and may be experiencing unemployment as a result of an economic downturn,
- 10.4.2.3 Veterans who have had long periods of unemployment and may require additional support due to homelessness, disabilities or other barriers to employment; and
- 10.4.2.4 Low income Veterans and Eligible Spouses (for the DW Program; Adult Program covers priority to low income Veterans and Eligible Spouses under *Section 10.4.1 of this SOW*).
- 10.4.3 Contractor shall also establish a Priority of Services to align with the Los Angeles County Board of Supervisors (BOS) and LACWDB priority of Services policy, as defined by County, for the Veteran community, including but not limited to, at-risk populations and under-represented groups.

- 10.4.4 Contractor shall ensure it complies with LACWDB priority percentage policy that sets a certain percentage of ADW Program enrollments that must be comprised of priority populations, which shall be available through County Directives. In absence of a County Directive(s), Contractor shall ensure that it gives priority enrollment to Veterans with disabilities and those individuals as noted in WIOA Title I Section 134(c)(3)(E) and as described above.

10.5 ADHERENCE TO LACWDB'S STRATEGIC PLAN AND COUNTY'S STRATEGIC INITIATIVES AND POLICY INITIATIVES

- 10.5.1 Contractor shall ensure that the Program design to deliver WIOA Services remains innovative, consistent, and aligns with WIOA Strategic Plans developed by County and the LACWDB.
- 10.5.2 Contractor shall ensure Program Services give priority to the workforce needs of the high growth industry sectors identified by, and in compliance with, any LACWDB strategies and County Directive(s).
- 10.5.3 Contractor shall develop an innovative Program design that promotes a single system of service and provides Participants with opportunities to obtain industry-recognized certificates, credentials and degrees in high-demand, high-growth sectors that support the LACWDB's Strategic Plan and California's Strategic Plan and as directed by the County.
- 10.5.4 Contractor shall ensure that the Program design is adaptable to support LACWDB policy, County special initiatives, and the WIOA Strategic Plans developed by the LACWDB in accordance with the State WIOA Strategic Plan.

10.6 VETERANS AJCC WORK REQUIREMENTS

- 10.6.1 The guidelines described below establish the standards, tasks and duties for the provision of Program Services:
 - 10.6.1.1 Contractor shall provide WIOA ADW Veterans Program Services at an AJCC as directed by the County.
 - 10.6.1.1.1 Contractor shall obtain written County approval prior to applying for, accepting funds, and using County designated Veterans Program AJCC and any associated Affiliate sites to operate any program not funded under the County's AJCC system. Contractor shall also inform County when participating or hosting events, such as job fairs, which in doing so are representing the LA County AJCC System, prior to the scheduled date of the event.
 - 10.6.1.2 Contractor shall operate the AJCC and any Affiliate sites (if applicable) as a part of the Los Angeles County Workforce System, and shall not operate as an independent entity, in accordance with Section 11.0 of this SOW, Branding.

- 10.6.1.3 Contractor shall operate the AJCC and any Affiliate sites (if applicable) in accordance with *Section 6.7, Contractor Sites/Facilities and Resources of this SOW*.
- 10.6.1.4 Contractor shall maintain local partnerships for the AJCC and maintain and record Resource Sharing Agreements, under their Operational MOUs, under the County Governance MOU, with Partners as defined in WIOA Title I Section 121 (b)(1) and (b)(2) and in accordance with *Exhibit BB, Los Angeles County Comprehensive AJCC or AJCC One-Stop Operator Requirements, of the Contract*.
- 10.6.1.5 Contractor shall provide all job seekers, as defined in *WIOA Title I Section 134(c)(1)(A)(ii) and 134(c)(1)(A)(iii)*, access to Basic and Individualized Career and Training Services, and Post-Program Follow-up Services through Los Angeles County's Workforce System, as defined in WIOA Title I, Sections 121 (e) & 134, and Sections 10.6.1.26 of this SOW, WIOA Program Career Services and 10.6.1.32 of this SOW, Veterans AJCC Training Services and Training Services Eligibility. Contractor shall also provide access to Services provided by partners, as defined in Section 10.6.1.23 of this SOW, WIOA Veterans AJCC Mandated Partner Programs and Section 10.6.1.24 of this SOW, Veterans AJCC Additional Partner Programs.
- 10.6.1.5.1 Contractor shall on its own initiative or at the County's direction, work with businesses, educational institutions, and sector intermediaries to ensure job placement, effective training programs, or in meeting program performance outcomes within a specialized or high-growth sector in addition to the provision of services as stipulated above in 10.6.1.5.
- 10.6.1.6 Contractor shall provide eligible Veterans and Eligible Spouses with an initial assessment that will guide and substantiate the need and the potential benefit of Program Services as described in Section 10.6.1.26 of this SOW, WIOA Program Career Services.
- 10.6.1.7 Contractor must establish written policies and procedures for Individual Training Accounts (ITAs) and Supportive Services, including needs-related payments, in accordance with WIOA Title I Sections *134(c)(3)(G), 134(d)(2), and 134(d)(3)* and County Directive(s) as further described below in sections 10.6.1.32.8, Individual Training Accounts (ITAs) and 10.6.1.31, Supportive Services.
- 10.6.1.8 Contractor shall use any applicable Participant forms as made available through County and/or EDD and those described herein and any required forms under WIOA to document and certify that eligibility has been determined properly and to establish Participant progress in addition to case notes and other substantiating documents.

- 10.6.1.9 Contractor shall adhere to the time limits covering the WIOA application and enrollment process as established by EDD and County Directives.
- 10.6.1.10 Contractor shall enroll and provide Career and Training Services to any additional eligible Participants identified and/or directly referred by County.
- 10.6.1.11 Contractor shall provide Program Services to all active Participants enrolled in WIA and/or WIOA Services from previous provider(s) that are no longer funded to provide Services within Contractor's designated region, at the direction of County.
- 10.6.1.12 Contractor shall customize Services to meet the needs of Participants and Employer Participants, as appropriate and within the confines of WIOA law and regulations.
- 10.6.1.13 Contractor shall use information technology to expand access to workforce information as required by the County through CalJOBS, or successor system, at the AJCC and other access points as applicable. Such information technology includes, but is not limited to, usage of County-approved document scanning/imaging, scan cards, or Customer Relationship Management (CRM) tools.
- 10.6.1.14 Contractor acknowledges it is held to outcome driven performance to substantiate Services provided to Participants. Emphasis shall be placed on training activities should training activities be deemed appropriate, per Section 10.6.1.32 of this SOW, Veterans AJCC Training Services and Training Services Eligibility and unsubsidized employment placements in in-demand occupations with career paths in high growth sectors.
- 10.6.1.15 Contractor shall not duplicate Services funded by the Wagner-Peyser Act, Trade Adjustment Assistance, EDD's Veterans programs or any other Mandated or Additional Partners' programs with WIOA-funded Services.
- 10.6.1.16 Contractor may co-enroll Participants into other workforce programs, as appropriate and as long as the provisions of Section 10.6.1.15 of this SOW are adhered to. Contractor shall follow specific procedures for co-enrollment as delineated through County Directive.
- 10.6.1.17 Contractor shall maintain proper eligibility documentation and case files to substantiate eligibility for Services are met. Additionally, all documentation shall be held in accordance with the Record Retention requirements outlined in the *Contract, Sub-paragraph 8.38 (Record Retention, Inspection and Audit Settlement)*.
- 10.6.1.17.1 Contractor shall ensure that Participant case files reflect the distinction between general Program eligibility and eligibility for Program Services as defined in Section 10.2 of this SOW, WIOA Program General Eligibility Criteria and Section 10.3 of this SOW, WIOA Program Specific

Eligibility Criteria. Contractor acknowledges that general Program eligibility includes federally imposed criteria including Right-to-Work requirements, Selective Service registration, age, and priority populations, whereas, eligibility for Program Services is related to determinations about Participants' needs for and abilities to benefit from WIOA Services.

10.6.1.17.2 Contractor shall ensure that Participant case files are kept in accordance with the following:

10.6.1.17.2.1 Case files shall contain documentation of eligibility, need determinations for Career Services and Training Services, materials related to Initial and Comprehensive (as applicable) Assessments, Individual Employment Plans (as applicable), documentation of Support Services provided, and case notes.

10.6.1.17.2.2 Contractor shall maintain and keep updated hard copy and electronic case files unless otherwise stipulated by County.

10.6.1.17.2.3 Contractor shall establish procedures to protect all Participant information consistent with the terms of this Contract, any amendments thereto, and all applicable laws; and, shall not disclose Participant information without written consent from County and the Participant.

10.6.1.18 MAKING CONNECTIONS WITH MILITARY AND CIVILIAN JOBS

10.6.1.18.1 Contractor shall work closely with the State of California Employment Development Department (EDD) and EDD Veteran Specialists to ensure that eligible Veterans have access to both military and civilian jobs.

10.6.1.18.2 Contractor staff shall utilize the CalJOBS, "Veterans Only" Job orders and work with Veterans Employment Coordination Service with the Department of Veterans Affairs (VA), Occupation Translators, and Veteran Preference Points.

10.6.1.19 VETERAN RECRUITMENT EFFORTS

10.6.1.19.1 Contractor shall establish partnerships with United States Department of Veterans Affairs in the greater Los Angeles area.

10.6.1.19.2 Contractor staff shall work closely with the Veterans Affairs Case Managers to recruit Veterans that need additional assistance for job placement and retention.

10.6.1.19.3 Contractor shall outreach to other community-based organizations that serve veterans, such as the United States Veteran Initiative (U.S. VETS) and other Veteran-based programs, to offer Veterans assistance in employment and training, benefits assistance, counseling assistance.

10.6.1.20 **BUSINESS SERVICES REQUIREMENTS**

10.6.1.20.1 County has established a County Business Services Division to centrally coordinate and support countywide business engagement in an effort to better address industry needs; through the use of business data and intelligence, develop and implement countywide demand driven workforce and economic development policy and initiatives; coordinate countywide policies, strategies and initiatives including identification of high growth industry sectors; and lead and/or coordinate business/industry commitments that require system wide, regional and/or scaled coordination. The Veterans AJCC will have a designated County Regional Business Services Manager to assist in leading and coordinating business engagement and workforce development strategies. County will issue applicable policy directive(s).

10.6.1.20.2 Contractor shall collaborate and coordinate all County-funded business services activities with co-located, local and regional workforce partners and their respective business and workforce development teams as appropriate and as directed by County.

10.6.1.20.3 Contractor shall, both independently and/or in partnership with the County Business Services Division, engage businesses in high growth industry sectors in their workforce region to address regional industry nuances and local business needs.

10.6.1.20.4 Contractor shall support County's workforce and economic development strategies and initiatives as identified and coordinated by the County's Business Services Division. Contractor will support County objectives and engage industry and business in the Los Angeles County economic region with a unified, streamlined and "branded" message, vision, and mission as identified by the County.

- 10.6.1.20.5 Contractor shall, at the point of employer engagement, evaluate the current and future workforce planning, talent management and business hiring needs of employers within their respective workforce region and/or located in the County of Los Angeles, as directed by County.
- 10.6.1.20.6 Contractor shall, as approved by the County, offer programs including, but not limited to, earn and learn models, work-based learning, pre-apprenticeships, apprenticeships, financial and computer literacy, basic skills training, customized and demand-driven training, broker On-the-Job training (OJT) and entrepreneurial training all within a career pathways context, to better meet the identified current and future hiring needs of local, regional and high growth employers. Programs shall align and support County initiatives and strategies as identified by County.
- 10.6.1.20.7 Contractor shall support and coordinate business engagement efforts and initiatives with County Business Services Division. To accomplish this, Contractor shall do the following:
 - 10.6.1.20.7.1 Participate in work groups, round tables, and activities related to sector specific initiatives in appropriate target sectors as part of the local strategy and in support and coordination with County Business Services Division initiatives and strategies.
 - 10.6.1.20.7.2 Ensure all job order, Employer Service, and Participant Service data collection efforts with County Business Services Division and other regional business Services are collected and entered in specified format and/or system(s) as identified by County.
 - 10.6.1.20.7.3 Respond with appropriate matching and referral Services for any job orders and job openings and/or other business service efforts or initiatives brought to the Comprehensive AJCC or AJCC by County Business Services Division.
 - 10.6.1.20.7.4 Work with other regional business service efforts in coordination with, and in support of, County initiatives and strategies, to use real time intelligence to help streamline Services and increase quality and relevance of products and

offerings to employers and job seeker Participants.

- 10.6.1.20.7.5 Participate in local, regional, and system-wide network meetings, trainings, and roundtables organized by County Business Services Division, as directed by County.
- 10.6.1.20.8 Contractor shall provide space for the County Business Services Division staff based on the direction of County.
- 10.6.1.20.9 Contractor shall include youth programming needs and strategies in all Business Services aspects of the operations and Services of the AJCC as directed by County.
- 10.6.1.20.10 Contractor shall participate with County and Rapid Response Program and Lay off Aversion Contractor staff as identified by County, in Rapid Response strategic layoff aversion strategies aimed to foster job retention for businesses considering staff reductions or closures, as directed by County.
 - 10.6.1.20.10.1 Contractor shall support and participate with County Lay-Off Aversion activities such as Lay-Off Aversion interventions and related activities, as directed by County.
 - 10.6.1.20.10.2 Contractor's Business Services Manager or Business Services Representative shall inform County of potential need for layoff aversion, Incumbent Worker training, or other Rapid Response services that arise in the course of meeting with a business or employer within twenty-four (24) hours of notice via email to RapidResponse@css.lacounty.gov.
- 10.6.1.20.11 Contractor shall support the County's re-entry business strategies in support of County's comprehensive Re-entry workforce development strategies and initiatives as defined by the County.
- 10.6.1.20.12 Contractor acknowledges County Regional Business Services Managers and/or Representatives will be assigned to each Comprehensive AJCC and AJCC to develop, communicate and lead countywide strategies, initiatives, and scaled commitments and County Business Services strategies. This includes, but is not

limited to, establishing and developing business partnerships and networks with large and small employers and their intermediaries; develop, convene, or implement industry or sector partnerships; and support and promote local business initiatives.

10.6.1.20.13 Contractor shall provide the specific employer and customized business services activities as delineated below in Section 10.6.1.35, Employer and Customized Business Service Specific Activities.

10.6.1.21 VETERANS AJCC STRATEGIC PLANNING AND WORKFORCE INTELLIGENCE/LABOR MARKET

10.6.1.21.1 Contractor shall have a comprehensive understanding of labor market conditions, economic development activities, skills needs required by businesses, and regional and local business partnerships and sector strategies. Accordingly, Contractor shall use, at a minimum, the following sources to assess the local and regional economy and business workforce needs:

10.6.1.21.1.1 U.S. Census Bureau information;

10.6.1.21.1.2 County of Los Angeles Workforce Investment Board 5-Year Strategic Local Workforce Plan 2013-2017 and the Strategic Plan promulgated by the Los Angeles County Workforce Development Board;

10.6.1.21.1.3 Industry and Labor Market Intelligence for Los Angeles County April 2015, Los Angeles Economic Development Corporation (LAEDC) and future updated reports;

10.6.1.21.1.4 State of California, EDD, Labor Market Information Division information;

10.6.1.21.1.5 State of California Labor Market Exchange system (currently CalJOBS system), or successor system;

10.6.1.21.1.6 Business sector surveys, data analytics reports, and business/industry sector intelligence reports conducted, completed, or sponsored by County Business Services Division, LACWDB, LAEDC, and other economic development organizations and Employer-needs surveys conducted by the AJCC; and

10.6.1.21.1.7 Sector Workforce Intermediary intelligence and reports; labor market information; economic development trends; and regional and local business assessments and sector strategies, independent or produced and approved by the County.

10.6.1.22 VETERANS AJCC PARTNERSHIPS AND COLLABORATIONS

10.6.1.22.1 County will develop the Governance MOU for the region in its leadership role as the coordinator, administrator and manager of the WIOA workforce system and will require the Contractor to maintain its own operational MOUs, in accordance with *Exhibit BB, Los Angeles County Comprehensive AJCC or AJCC One-Stop Operator Requirements, of the Contract* and as directed by County. County will provide oversight and guidance to Contractor in its endeavors to create an Operational MOU, including requirements for quality assurance, business Services, Participant Services, facility leases and performance requirements that will assure consistency and uniformity in partnerships and collaborations across the entire workforce system.

10.6.1.22.1.1 Contractor shall maintain Resource Sharing Agreements that reflect and describe the financial or non-financial agreement(s) in accordance with Contractor's Operational MOU with Mandated Partners and Additional Partners, including the roles and type of contribution for infrastructure costs as defined in WIOA Title I Section 121 (h) and by County Directive.

10.6.1.22.1.1.1 Contractor shall ensure that Mandated Partners and Additional Partners complete Resource Sharing Agreements for the Operational MOU as further detailed through County Directive.

10.6.1.22.2 Contractor shall develop and maintain relationships that will enhance the delivery of Services for Participants through a network of Partners. Partners shall include, but not be limited to, the partner programs described below in Section

10.6.1.23, WIOA Veterans AJCC Mandated Partner Programs and Section 10.6.1.24, Veterans AJCC Additional Partner Programs.

- 10.6.1.22.3 Contractor shall develop and maintain partnerships that will improve and expand Services to businesses, employers, and job seekers including Community Colleges, Veterans assistance and transition programs.
- 10.6.1.22.4 Contractor shall ensure Services provided to Participants through the integration of partners is efficiently and effectively coordinated as delineated herein.
- 10.6.1.22.5 Contractor and Partners shall meet as needed, but at least on a quarterly basis, for the purposes of Program quality control and to ensure adequate operations.
- 10.6.1.22.6 In conjunction with County, Contractor shall outreach and meet with University and Community College career and placement centers, staffing agencies, and community-based organizations as regional partners to better meet businesses' immediate workforce needs with job ready candidates.
- 10.6.1.22.7 Contractor shall offer Participants targeted occupational and technical training opportunities for in-demand jobs with potential pathways for career advancement through partnerships or agreements with local businesses, or County of Los Angeles area Community Colleges, adult schools, apprenticeship programs, and other eligible training providers.
- 10.6.1.22.8 Contractor shall collaborate with County and other Los Angeles County departments including, but not limited to, Department of Public Social Services, Probation Department, Department of Children and Family Services, Department of Human Resources, Sheriff's Department, Department of Mental Health, District Attorney, Public Defender, Child Support Services Department, Los Angeles County Office of Education, and Libraries to streamline Services in an effort to explore new ways to maximize Program resources and employment outcomes for Participants serviced by multiple Los Angeles County departments.
- 10.6.1.22.9 Contractor and Partners shall ensure that Services effectively link qualified Participants with

employment opportunities that best match their skills through Services that are focused on skill-based assessment, skill-based labor market intelligence information and research, and skill improvements/enhancements.

10.6.1.22.10 Contractor shall undertake activities in collaboration with County and the LACWDB:

10.6.1.22.10.1 To improve coordination between workforce investment activities and economic development activities carried out within the local area, and to promote entrepreneurial skills training and microenterprise services;

10.6.1.22.10.2 To improve Services and linkages between the local workforce investment system (including the local One-Stop delivery system) and Employers, including small Employers;

10.6.1.22.10.3 To strengthen linkages between the One-Stop delivery system and unemployment insurance programs.

10.6.1.22.10.4 Contractor shall act as the lead agency on all County or LACWDB – directed collaborations and shall form a collaborative Services partnership, which shall also be known as the Leadership Team, to include on-site Mandated Partner staff.

10.6.1.22.11 Contractor shall ensure that each Partnership representative has the authority to make decisions for the Services the corresponding partner is to provide within the AJCC (and Affiliate site, if applicable).

10.6.1.22.12 Contractor shall establish an enhanced partnership with TANF. TANF – California Work Opportunity and Responsibility to Kids (CalWORKs) partnership promotes collaboration and coordination across programs. This includes access to the variety of County administered social services and coordination of career services. Independently and at the Direction of the County, Contractor shall make

every effort to enhance participant access to TANF (CalWORKs) and other public assistance programs, such as General Relief, Supplemental Nutrition Assistance Program (SNAP), and Cal-Learn, beyond providing access to application to such programs. This shall include, but not limited to, working and coordinating with Los Angeles County Department of Public Social Services (DPSS) to ensure participants in need of these programs receive necessary services through direct intervention, alignment/coordination of career services and training, and coordination of business engagement activities, in coordination and/or as directed by the County.

10.6.1.23 WIOA VETERANS AJCC MANDATED PARTNER PROGRAMS

10.6.1.23.1 Contractor shall establish local partnerships in accordance with WIOA Title I Section 121(b)(1)(B) and *Exhibit BB, Los Angeles County Comprehensive AJCC or AJCC One-Stop Operator Requirements, of the Contract*, and in accordance with the LACWDB's requirement that partnerships are sector-focused, to increase the capacity of career technical education and access to career pathway programs in high demand industries, and with the following programs as required partners in the local One-Stop systems:

10.6.1.23.1.1 Programs authorized under Title I of WIOA: Adult, Dislocated Worker and Youth, Job Corps, Native American, Migrant and Seasonal Farmworker and YouthBuild.

10.6.1.23.1.2 Programs authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq), as amended under Title III of WIOA.

10.6.1.23.1.3 Adult education and literacy activities authorized under Title II of WIOA.

10.6.1.23.1.4 Programs authorized under Title I of the Rehabilitation Act of 1973.

10.6.1.23.1.5 Activities authorized under Title V of the Older Americans Act 1965.

10.6.1.23.1.6 Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins

Career and Technical Education Act of 2006.

- 10.6.1.23.1.7 Activities authorized under chapter 2 of Title II of the Trade Act of 1974.
 - 10.6.1.23.1.8 Activities authorized under chapter 41 of Title 38, United States Code, Job Counseling, Training, And Placement Service For Veterans.
 - 10.6.1.23.1.9 Employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901 et seq.).
 - 10.6.1.23.1.10 Employment and training activities carried out by the United States Department of Housing and Urban Development.
 - 10.6.1.23.1.11 Programs authorized under State unemployment compensation laws.
 - 10.6.1.23.1.12 Programs authorized under Section 212 of the Second Chance Act of 2007.
 - 10.6.1.23.1.13 Programs authorized under part A of Title IV of the Social Security Act (TANF).
- 10.6.1.23.2 Contractor shall ensure that it provides direct access for Participants to Program Services provided by the Mandated Partners.

10.6.1.24 **VETERANS AJCC ADDITIONAL PARTNER PROGRAMS**

- 10.6.1.24.1 Contractor shall also establish sector-focused local partnerships with additional programs in accordance with WIOA Title I Section 121(b)(2)(B) to provide Participants with access to resources and referrals beyond the scope of WIOA program requirements, and to further increase the capacity of career technical education and access to career pathway programs in high demand industries. Additional Partner Programs may include, but are not limited to:
 - 10.6.1.24.1.1 Employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency program established under section 1148 of the Social Security Act (42 U.S.C. 1320-19).

- 10.6.1.24.1.2 Employment and training programs carried out by the Small Business Administration.
- 10.6.1.24.1.3 Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4)).
- 10.6.1.24.1.4 Work programs authorized under section 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(o)).
- 10.6.1.24.1.5 Programs carried out under section 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732).
- 10.6.1.24.1.6 Programs authorized under the National Community Service Act of 1990 (42 U.S.C. 12501 et seq.).
- 10.6.1.24.1.7 Other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public institutions or the private sector.

10.6.1.25 LEVERAGED RESOURCES

10.6.1.25.1 Contractor is highly encouraged to use leveraged resources to support Program activities and outcomes. Leveraged resources encompass both the traditional definition of cost sharing (match) plus other resources available to the contractor and used to accomplish contract Services and outcomes. These resources must be costs allowable under 2 CFR PART 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10.6.1.25.1.1 Leveraged resources include cash, as well as a wide range of in-kind benefits from personnel, volunteers, facilities and materials, including direct Participant costs paid from other public and private resources, but do not include partner program shared public space at the AJCC. Public resources may include, but are not limited to, co-enrollment in other federal funded programs, private grants, paid internships, supervisor hours, public

education instructional services,
donated materials, etc.

10.6.1.25.2 The following resources may be leveraged and applied:

10.6.1.25.2.1 Federal Pell Grants established under the Title IV of the Higher Education Act of 1965;

10.6.1.25.2.2 Public programs authorized by WIOA (e.g., Job Corps, Migrant Seasonal Farm Worker, Rapid Response, WIOA Title II Adult Education and Literacy, national and state WIOA discretionary grants, etc.);

10.6.1.25.2.3 Trade Adjustment Assistance;

10.6.1.25.2.4 United States Department of Labor National Emergency Grants;

10.6.1.25.2.5 Match funds from Employers, industry, and industry associations (including the Employer paid portion of On-the-Job Training);

10.6.1.25.2.6 Match funds from joint labor-management trusts; and

10.6.1.25.2.7 Employment Training Panel grants.

10.6.1.25.3 Contractor shall report all such leveraged resources to County on a monthly basis. County will provide further guidance on reporting leveraged resources through Directive.

10.6.1.26 **WIOA PROGRAM CAREER SERVICES**

10.6.1.26.1 Contractor shall make available all of the following Career Services, as delineated below in Sections 10.6.1.27, WIOA Basic Career Services and 10.6.1.28, WIOA Individualized Career Services through the Veterans AJCC, with the exception of Affiliate sites (if applicable), which may provide one or more of these Services in accordance with WIOA Title I, Section 134 (c)(2), and County Bulletin, WIOA B15-03, WIOA

Operating Guidance. These Services can be provided in any order as there is no sequence requirement for these Services.

10.6.1.27 **WIOA BASIC CAREER SERVICES**

10.6.1.27.1 Basic Career Services must be made available to all individuals seeking Services, and shall include:

10.6.1.27.1.1 Determinations of whether the individual is eligible to receive assistance from the Adult, or Dislocated Worker Programs;

10.6.1.27.1.2 Outreach, intake (including identification through the State's Worker Profiling and Reemployment Services system of Unemployment Insurance (UI) claimants likely to exhaust benefits), and orientation to information and other Services available through the one-stop delivery system. This also includes providing individuals with the opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be through the provision of paper application forms or links to the application website;

10.6.1.27.1.2.1 Contractor shall conduct outreach Countywide, to inform potential Participants of Services. Outreach can be conducted at County assigned offices, adult schools, community colleges, libraries and other community organizations, events, or similar places, within the Contractor's designated Workforce Region. Contractor shall also adhere to any policies or procedures regarding conducting

outreach set forth by County.

- 10.6.1.27.1.3 Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- 10.6.1.27.1.4 Labor exchange Services, including job search and placement assistance, and, when needed, career counseling, which includes:
 - 10.6.1.27.1.4.1 Provision of information on in-demand industry sectors and occupations (as defined in Section 3(23) of WIOA; and
 - 10.6.1.27.1.4.2 Provision of information on nontraditional employment (as defined in Section 3(37) of WIOA;
 - 10.6.1.27.1.4.3 Appropriate recruitment and other business Services on behalf of Employers, including small Employers in the local area, such as providing information and referral to specialized business services not traditionally offered through the one-stop delivery system;
- 10.6.1.27.1.5 Provision of referrals to and coordination of activities with other programs and services, including those within the County's Comprehensive AJCC and/or AJCC

system and, when appropriate, other workforce development programs;

10.6.1.27.1.6 Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:

10.6.1.27.1.6.1 Job vacancy listings in labor market areas;

10.6.1.27.1.6.2 Information on job skills necessary to obtain the vacant jobs listed; and

10.6.1.27.1.6.3 Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations.

10.6.1.27.1.7 Provision of performance information and program cost information on eligible providers of training Services as described in WIOA Title I Section 122, provided by program, providers of adult education described in WIOA Title II, providers of career and technical education activities at the postsecondary level, and career and technical education activities available to school dropouts, under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), and providers of vocational rehabilitation Services described in title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.);

10.6.1.27.1.8 Provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to Los Angeles County AJCC system;

10.6.1.27.1.9 Provision of information relating to the availability of Supportive Services or assistance, and appropriate referrals to those Services and assistance, including, but not limited to, child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other Supportive Services and transportation provided through those programs or similar programs available in the local area. Supportive Services are further described below in Section 10.6.1.31, Supportive Services.

10.6.1.27.1.9.1 Contractor shall establish written policies and procedures for Supportive Services, such as transportation, child care, dependent care, housing, and needs related payments, in accordance with WIOA Title I Section 134 (d) (2) and County Directive(s), and may provide Supportive Services from the appropriate funding allocation to Adults and Dislocated Workers:

10.6.1.27.1.9.1.1 who are participating in programs with activities authorized under Career Services or Training Services herein, and

10.6.1.27.1.9.1.2 who are unable to obtain such Supportive Services through other programs providing such Services.

10.6.1.27.1.10 Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA;

10.6.1.27.1.11 Provision of information and assistance regarding filing claims under Unemployment Insurance (UI) programs, including meaningful assistance to Participants seeking assistance in filing a claim by using on-site staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable timeframe; and

10.6.1.27.1.11.1 The costs associated in providing meaningful assistance may be

paid for by the State's UI program, the WIOA Adult or Dislocated Worker Programs, the Wagner-Peyser Employment Service, or some combination of these funding sources.

10.6.1.28 WIOA INDIVIDUALIZED CAREER SERVICES

10.6.1.28.1 If staff determine that Individualized Career Services are appropriate for a Participant to obtain or retain employment, these Services must be made available to the Participant. Staff may use recent previous assessments by partner programs to determine if Individualized Career Services would be appropriate. These Services shall include:

10.6.1.28.1.1 Comprehensive and specialized assessments of the skill levels and service needs of Adults and Dislocated Workers, which may include:

10.6.1.28.1.1.1 Diagnostic testing and use of other assessment tools; and

10.6.1.28.1.1.2 In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;

10.6.1.28.1.1.3 Provision of comprehensive and specialized assessments must include the following:

10.6.1.28.1.1.3.1 The use of only reliable assessment instruments and procedures;

10.6.1.28.1.1.3.2 The use of assessment tools and processes that is appropriate for the target population;

10.6.1.28.1.1.3.3 Staff is properly trained in assessment techniques and in the utilized assessment tools; and

10.6.1.28.1.1.3.4 Assessment conditions are suitable for all Participants.

10.6.1.28.2 Development of an Individual Employment Plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of Services for the Participant to achieve his or her employment goals, including the list of, and information about, eligible training providers, and career pathways to attain career objectives;

10.6.1.28.3 Group and/or individual counseling and mentoring;

10.6.1.28.4 Career planning (e.g. case management);

10.6.1.28.5 Short-term pre-vocational Services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare Participants for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational Services;

10.6.1.28.6 Internships and work experiences that are linked to careers;

10.6.1.28.7 Workforce preparation activities that help a Participant acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;

10.6.1.28.8 Financial literacy Services, such as:

10.6.1.28.8.1 Supporting the ability of Participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;

10.6.1.28.8.2 Supporting the ability to manage spending, credit, and debt, including credit card debt, effectively;

Increasing awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy, and their effect on credit terms;

10.6.1.28.8.3 Supporting the ability to understand, evaluate and compare financial products, services, and opportunities;

10.6.1.28.8.4 Supporting activities that address the particular financial literacy needs of non-English speakers, including providing the support through the development and distribution of multilingual financial literacy and educational materials;

10.6.1.28.9 Out-of-area job search assistance and relocation assistance; and

10.5.1.28.10 English language acquisition and integrated education and training programs.

10.6.1.29 **VETERANS AJCC FOLLOW-UP TASKS AND SERVICES**

10.6.1.29.1 Contractor shall conduct post-Program follow-ups using the State's Labor Exchange System (currently CalJOBS), or successor system, for all exited Participants once a quarter, for 12 months after Program exit.

10.6.1.29.2 Contractor shall provide follow-up Services to Participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Follow-up Services include, but are not limited to, Referrals to Community Resources and Medical Services, Tutoring, and Supportive Services to help in retaining employment. Follow-up Services do not extend the date of exit in performance reporting.

10.6.1.29.3 Contractor shall continue unfinished post-Program follow-ups and any needed Follow-up Services to Participants within caseloads carried over and inherited from previous provider(s) no longer funded to provide Services within Contractor's designated region. Contractor will be responsible for performance of all Participants assumed from previous provider(s) no longer funded to provide Services within Contractor's designated region.

10.6.1.30 **Use of Previous Assessment for Career Services:** Contractor or a Contractor partner shall not be required to conduct a new interview, evaluation, or assessment of a Participant if the Contractor or Contractor partner determines that it is appropriate to use a recent interview, evaluation, or assessment of the Participant conducted pursuant to another education or training program. It is the Contractor's responsibility to ensure the validity and reliability of the assessment made by a partner program. Assessments by partners conducted more than 6 months prior to enrollment are not allowed. Partner assessments conducted within 12 months, but more than 6 months prior to enrollment may be allowed only by written approval from County.

10.6.1.31 **SUPPORTIVE SERVICES**

10.6.1.31.1 Per 20 CFR Part 680.900, Supportive services are services that are necessary to enable an individual to participate in activities authorized under WIOA Title I Section 134(c)(2) and (3). These services may include, but are not limited to, the following:

10.6.1.31.1.1 Linkages to community services;

10.6.1.31.1.2 Assistance with transportation;

- 10.6.1.31.1.3 Assistance with child care and dependent care;
 - 10.6.1.31.1.4 Assistance with housing;
 - 10.6.1.31.1.5 Needs-related payments, as described in 20 CFR Parts 680.930, 680.940, 680.950, 680.960, and 680.970;
 - 10.6.1.31.1.6 Assistance with educational testing;
 - 10.6.1.31.1.7 Reasonable accommodations for individuals with disabilities;
 - 10.6.1.31.1.8 Legal aid services;
 - 10.6.1.31.1.9 Referrals to health care;
 - 10.6.1.31.1.10 Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear;
 - 10.6.1.31.1.11 Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes; and
 - 10.6.1.31.1.12 Payments and fees for employment and training-related applications, tests, and certifications.
- 10.6.1.31.2 Contractor shall provide Supportive Services from the appropriate funding allocation to Adults and Dislocated Workers, as appropriate in accordance with WIOA Title I Section 134 (d) (2) and (3), 20 CFR Part 680.900 and County Directive(s) and only when the following eligibility for Supportive Services has been established:
- 10.6.1.31.2.1 Individuals who are participating in programs with activities authorized under Career Services or Training Services herein, and
 - 10.6.1.31.2.2 Such individuals are unable to obtain such Supportive Services through other programs providing such Services.

10.6.1.31.3 Contractor shall establish written policies and procedures for handling Supportive Services and needs-related payments, including a timeline of approval and ensuring that provision of such services do not exceed 3 business days from identification of need. Contractor shall submit the written policies and procedures to County for approval.

10.6.1.32 **VETERANS AJCC TRAINING SERVICES AND TRAINING SERVICES ELIGIBILITY**

10.6.1.32.1 Funds allocated for Training Services to Contractor shall be used to provide Training Services to Adults and Dislocated Workers:

10.6.1.32.1.1 who after an interview, evaluation, or assessment, and career planning, have been determined by Contractor to:

10.6.1.32.1.1.1 be unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the Career Services described above in Section 10.6.1.26 of this SOW, WIOA Program Career Services;

10.6.1.32.1.1.2 be in need of Training Services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages

from previous employment; and

10.6.1.32.1.1.3 have the skills and qualifications to successfully participate in the selected program of Training Services;

10.6.1.32.1.1.4 select programs of Training Service that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the Adults or Dislocated Workers Services Participants are willing to commute or relocate;

10.6.1.32.1.1.5 are unable to obtain other grant assistance including Federal Pell Grants, or require additional assistance beyond the monies available from other grants;

10.6.1.32.1.1.6 are determined eligible in accordance with the Priority system in effect as described herein.

10.6.1.32.2 Contractor shall make Training Services available in accordance with WIOA Title I, Section 134(c)(3) and AB-1270 California Workforce Innovation and Opportunity Act, Chapter 94 requirements, which include the following Services:

- 10.6.1.32.2.1 Occupational skills training, including training for nontraditional employment;
- 10.6.1.32.2.2 On-the-job training - OJT is defined as training provided under a contract with an employer or registered apprenticeship program sponsor in the public, private non-profit, or private sector that is provided to a paid Participant while engaged in productive work in a job that:
 - 10.6.1.32.2.2.1 provides knowledge of skills essential to the full and adequate performance of the job;
 - 10.6.1.32.2.2.2 provides reimbursement to the Employer of up to 50 percent of the wage rate of the Participant, except as provided in WIOA Title I Section 134 (c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training or by sliding scale State Directive (pending); and
 - 10.6.1.32.2.2.3 is limited in duration as appropriate to the occupation for which the Participant is being trained, taking into account the content of the training, the prior work experience of the Participant, and the service strategy of the Participant, as appropriate.
- 10.6.1.32.2.3 Incumbent worker training in accordance with WIOA Title I Section 134(d)(4) and LACWDB policy. Furthermore, to qualify as an incumbent worker, the incumbent worker must be employed, meet the Fair

Labor Standards Act requirements for an employer-employee relationship, and have an established employment history with the employer for 6 months or more, with the following exception: in the event that the incumbent worker training is being provided in a cohort of employees, not every employee in the cohort must have an established employment history with the employer for 6 months or more as long as the majority of those employees in the cohort do meet the employment history requirement;

- 10.6.1.32.2.4 Programs that combine workplace training with related instruction, which may include cooperative education programs;
- 10.6.1.32.2.5 Training programs operated by the private sector;
- 10.6.1.32.2.6 Skill upgrading and retraining;
- 10.6.1.32.2.7 Entrepreneurial training;
- 10.6.1.32.2.8 Transitional jobs in accordance with WIOA Title I Section 134(d)(5);
- 10.6.1.32.2.9 Job readiness training provided in combination with at least one other Training Service (with the exception of Adult Education and Literacy training and Customized training);
- 10.6.1.32.2.10 Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with at least one other Training Service (with the exception of Transitional Jobs training, Job Readiness training or Customized training). Per WIOA Title II 203(1), Adult Education is defined as Services or instruction below the post-secondary education level that increase the Participant's ability to:
 - 10.6.1.32.2.10.1 Read, write and speak English and perform mathematics or other activities necessary for

the attainment of a secondary school diploma or its recognized equivalent;

10.6.1.32.2.10.2 Transition to postsecondary education and training; and

10.6.1.32.2.10.3 Obtain employment.

10.6.1.32.2.11 Customized training that is conducted with a commitment by an Employer, or group of Employers, to employ a Participant upon successful completion of the training.

10.6.1.32.3 **TRAINING FUND ASSISTANCE LIMITATION REQUIREMENT**

10.6.1.32.3.1 Provision of Training Services shall be limited to Participants who are unable to obtain other grant/funding assistance for such Services or require additional assistance beyond the monies available from other grants except for conditions cited under WIOA Title I Section 134(c)(3)(B)(i), and not withstanding section 479B of the Higher Education Act of 1965 (20 U.S.C. 1087uu).

10.6.1.32.4 **REIMBURSEMENTS**

10.6.1.32.4.1 Contractor may provide Training Services to a Participant who otherwise meets all requirements herein while an application for a Federal Pell Grant is pending, except that if such Participant is subsequently awarded a Federal Pell Grant, appropriate reimbursement, pursuant to WIOA Title I Section 134(c)(3)(B)(ii), shall be made to the local area from such Federal Pell Grant.

10.6.1.32.4.2 Training providers shall be reimbursed directly by Contractor; Contractor shall track training expenditures separately from other expenditures.

10.6.1.32.5 TRAINING SERVICES ASSISTANCE

10.6.1.32.5.1 Contractor may take into consideration the full cost of putting a Participant through Training Services to determine if it is cost-effective for Contractor. Costs that may be taken into consideration may include, but are not limited to, the costs of dependent care and transportation, and any other applicable cost that may be required to put a Participant through training.

10.6.1.32.6 PROVIDER QUALIFICATION

10.6.1.32.6.1 Training Services, with the exception of On-the-Job Training, Customized Training, Incumbent Worker Training and Transitional Employment, shall be delivered through providers identified in accordance with WIOA Title I Section 122 and shall utilize only the Services of training providers listed on the approved State of California Employment and Training Provider List (ETPL) and those that are made available through the California Interstate Training Resource and Information Network (I-TRAIN) database <http://www.i-train.org>.

10.6.1.32.6.1.2 Contractor shall ensure that training providers provide Participant progress reports on a monthly basis as well as attendance records and other applicable documentation, as defined in the WIOA Final Regulations or County Directive(s).

10.6.1.32.6.1.3 Contractor training locations shall adhere to the ADA and safety requirements as delineated above in Section 6.7,

10.6.1.32.7 CONSUMER CHOICE

10.6.1.32.7.1 Contractor shall ensure that Training Services provided shall be provided to Participants in a manner that maximizes consumer choice in the selection of an eligible provider of such Services, per WIOA Title I Section 134 (c)(3)(F)(i). Contractor shall have written policies and procedures for the handling of ITAs and shall submit the written policies and procedures to County for approval.

10.6.1.32.8 INDIVIDUAL TRAINING ACCOUNTS (ITAs)

10.6.1.32.8.1 A Participant who seeks Training Services and who is eligible pursuant to the requirements listed under the Training Services Eligibility herein, may, in consultation with Contractor career planner staff and based on the results of their Comprehensive Assessment, select an eligible provider of Training Services in accordance with the Provider Qualification Requirements. Upon such selection, Contractor shall, to the extent practicable, refer such Participant to the eligible provider of Training Services, and arrange for payment for such Services through an Individual Training Account, as defined in WIOA Title I Section 134(c)(3)(F)(iii).

10.6.1.32.9 COORDINATION OF FUNDS

10.6.1.32.9.1 Contractor may coordinate funding for Individual Training Accounts provided through this contract with funding from other Federal, State, local, or private job training programs or sources to assist the Participant in obtaining Training Services.

10.6.1.32.10 PRIORITY CONSIDERATION FOR BUSINESS-DRIVEN TRAINING AND PUBLIC EDUCATION TRAINING PROVIDERS

10.6.1.32.10.1 Notwithstanding the provisions above in Section 10.6.1.32.7 of this SOW, *Consumer Choice*, priority in selecting training and training providers shall be considered as follows:

10.6.1.32.10.1.1 Business-driven training programs that lead to recognized credentials that are aligned with County identified in-demand industry sectors or occupations.

10.6.1.32.10.1.2 Public education training provider systems such as Community Colleges, Adult Education Schools, Regional Occupation Centers and Career and Technical Education (CTE) providers.

10.6.1.32.11 TRAINING CONTRACTS

10.6.1.32.11.1 Training Services authorized herein may be provided by Contractor pursuant to an agreement, as specified in WIOA Title I Section 134 (c)(3)(G)(ii), for Services in lieu of an ITA if:

10.6.1.32.11.2 Consumer choice requirements are met pursuant to WIOA Title I Section 134 (c)(3)(F)(i);

10.6.1.32.11.3 Such Services are on-the-job training, customized training, incumbent worker training, or transitional employment;

10.6.1.32.11.4 County determines there are an insufficient number of eligible providers of training Services in the local area to accomplish the purposes of a system of ITAs;

10.6.1.32.11.5 County determines that there is a Training Services program of demonstrated effectiveness offered in the local area by a community-based organization or another private organization to serve Participants with barriers to employment;

10.6.1.32.11.6 County determines that it would be most appropriate to award an agreement to an institution of higher education or other eligible provider of Training Services in order to facilitate the training of multiple Participants in in-demand industry sectors or occupations and such contract does not limit Participant choice.

10.6.1.32.12 **LINKAGE TO OCCUPATIONS IN DEMAND**

10.6.1.32.12.1 Training Services provided through either ITA or other training contract shall be directly linked to an in-demand industry sector or occupation in the local area or the planning region, or in another area to which a Participant receiving such Services is willing to relocate, except that the LACWDB may approve training Services for occupations determined to be in sectors of the economy that have a high potential for sustained demand or growth in the local area.

10.6.1.32.13 **COMBINED ITA AND TRAINING CONTRACTS**

10.6.1.32.13.1 The combined use of Individual Training Accounts and contracts in the provision of Training Services including arrangements that allow Participants receiving ITAs, to obtain training Services that are under a training contract are allowed.

10.6.1.32.14 **ASSEMBLY BILL (AB) 1270 CALIFORNIA WORKFORCE INNOVATION AND OPPORTUNITY ACT, CHAPTER 94 MANDATORY TRAINING REQUIREMENT**

- 10.6.1.32.14.1 County shall separately allocate to Contractor County's WIOA Adult and Dislocated Worker allocation for training funds, which Contractor shall use exclusively for training.
- 10.6.1.32.14.2 Contractor shall provide allowable WIOA Training activities in accordance with County Directive(s).
- 10.6.1.32.14.3 Contractor shall only be reimbursed for those activities that meet the definition of training in accordance with County Directive(s).
- 10.6.1.32.14.4 Contractor shall ensure that a minimum of 50% of allocated training funds are used for training within in-demand occupations with career pathways in County approved high-growth sectors and as allowable under WIOA and reflected in Contractor's County approved training plans.
- 10.6.1.32.14.5 Contractor shall maintain appropriate records that are auditable and verifiable to receive credit for training expenditures and leverage claims, if any, in accordance with County Directive. Additionally, all documentation shall be held in accordance with the Record Retention requirements outlined in the *Contract, Sub-paragraph 8.38 (Record Retention, Inspection and Audit Settlement)*.

10.6.1.33 PERMISSIBLE LOCAL EMPLOYMENT AND TRAINING ACTIVITIES

- 10.6.1.33.1 Contractor may use permissible local employment and training activities, as further described below, for Adults or Dislocated Workers in accordance with WIOA Title I, Section 134, and the policies approved by the LACWDB and County.

10.6.1.33.2 SPECIFIC PERMISSIBLE ACTIVITIES

- 10.6.1.33.2.1 Customized, based on needs of employer(s), screening and referral of qualified Participants receiving Training

Services described in WIOA Title I Section 134 (c)(3)(D) to Employers.

10.6.1.33.2.2 Customized, based on needs of employer(s) workforce planning and employment-related Services to Employers, Employer associations, or other such organizations on a fee-for-service basis.

10.6.1.33.2.2.1 Per 20 CFR Part 678.440(d), any fees earned are recognized as program income. Additionally, any such fees charged under a partner program must be expended by the partner in accordance with the partner program's authorizing statute, implementing regulations, and Federal cost principles identified in Uniform Guidance. Contractor shall request and receive written approval of County prior to charging any such service fees.

10.6.1.33.2.3 Staff support to enable Participants with barriers to employment (including Participants with disabilities) to navigate among multiple Services and activities for such populations.

10.6.1.33.2.4 Employment and training activities provided in coordination with:

10.6.1.33.2.4.1 Child support enforcement activities of the State and local agencies carrying out part D of Title IV of the Social Security Act (42 U.S.C. 651 et seq.);

- 10.6.1.33.2.4.2 Child support Services, and assistance, provided by State and local agencies carrying out part D of Title IV of the Social Security Act (42 U.S.C. 651 et seq.);
- 10.6.1.33.2.4.3 Cooperative extension programs carried out by the U.S. Department of Agriculture, as specified in WIOA Title I Section 134(d)(1)(A)(vi)(III); and
- 10.6.1.33.2.4.4 Activities to facilitate remote access to Services provided through the AJCC system, including facilitating access through the use of technology.
- 10.6.1.33.2.5 Activities in collaboration with the LACWDB:
 - 10.6.1.33.2.5.1 To improve coordination between workforce investment activities and economic development activities carried out within the local area, and to promote entrepreneurial skills training and microenterprise Services;
 - 10.6.1.33.2.5.2 To improve Services and linkages between County's workforce system and Employers, including small Employers; and

- 10.6.1.33.2.5.3 To strengthen linkages between County's workforce system and unemployment insurance programs.
- 10.6.1.33.2.6 Training programs for displaced homemakers and for Participants training for nontraditional occupations, in conjunction with programs operated in the local area.
- 10.6.1.33.2.7 Activities to provide business Services and strategies that meet the workforce investment needs of area Employers, as determined by the LACWDB, and County Business Services Division, which may include:
 - 10.6.1.33.2.7.1 Developing and implementing industry sector strategies;
 - 10.6.1.33.2.7.2 Developing and delivering innovative workforce investment Services and strategies for area Employers, such as career pathways, skills upgrading, skill standard development and certification, apprenticeship, and other effective initiatives;
 - 10.6.1.33.2.7.3 Assistance to area Employers in managing reductions in force and coordination with Rapid Response activities, and with strategies for the aversion of layoffs, including early identification of firms at risk for layoffs, use of feasibility studies to

assess the needs/options of at-risk firms, delivery of employment and training activities to address risk factors; and

10.6.1.33.2.7.4 Marketing of business Services offered under this section to appropriate area Employers, including small and mid-sized Employers.

10.6.1.33.2.8 Improved coordination between employment and training activities and programs carried out in County of Los Angeles for Participants with disabilities, including programs carried out by State agencies relating to intellectual disabilities and developmental disabilities, and activities established under Rehabilitation Act of 1973;

10.6.1.33.2.9 Implementation of promising Services to workers and businesses to become workplace learning advisors and maintain proficiency in carrying out the activities associated with such advising.

10.6.1.34 **OTHER PERMISSIBLE ACTIVITES**

10.6.1.34.1 Contractor may offer the following permissible activities described in WIOA Title I Section 134(d)(1)(B) and 134(d)(4) only under LACWDB approved policy in coordination with County Business Services Division, and in accordance with County Directives.

10.6.1.34.1.1 Work Support Activities for Low -Wage Workers

10.6.1.34.1.2 Incumbent Worker Training Programs as defined and approved by County.

10.6.1.35 **EMPLOYER AND CUSTOMIZED BUSINESS SERVICE SPECIFIC ACTIVITIES**

10.6.1.35.1 **EMPLOYER SERVICES**

10.6.1.35.1.1 Contractor shall provide Employer activities as described above in Sections 10.6.1.33, *Specific Permissible Activities* and 10.6.1.34, *Other Permissible Activities*, and the Employer and customized business service specific activities as follows:

10.6.1.35.1.2 To ensure the identification and matching of job seekers to job opportunities, Contractor shall perform the following tasks with respect to Employer Services:

10.6.1.35.1.2.1 Conduct labor exchange activities, matching and referring Participants to job orders and postings.

10.6.1.35.1.2.2 Engage in analytics and outreach activities to understand and communicate Participant profiles, education levels, skills, and experiences to the Employer community to inform labor exchange activities.

10.6.1.35.1.2.3 Engage in job identification through job order data systems, Employer relationships, job depositories, and other strategies to identify job

opportunities for Participants.

10.6.1.35.1.2.4 Communicate identified job opportunities to all staff and partners within the AJCC.

10.6.1.35.1.2.5 Work with Employers on active recruitments within the AJCC and Employer sites.

10.6.1.35.1.2.6 Participate in and coordinate job fairs at the AJCC and other partner or community locations.

10.6.1.35.1.2.7 Conduct screening and coaching activities prior to referring candidates to Employers to ensure Participants are prepared and qualified for job selection process.

10.6.1.35.1.2.8 Manage relationships with the hiring managers of Employers to promote labor exchange and job identification activities within the AJCC.

10.6.1.35.2 Contractor shall communicate and coordinate efforts with their County designated Regional Business Services Manager and/or when directed by County, with Sector Workforce Intermediaries (SWI), and other regional business Services efforts. To accomplish this, Contractor shall:

10.6.1.35.2.1 Work with SWIs to ensure a distinct focus on target sectors;

10.6.1.35.2.2 Ensure all job order, Employer Service, and Participant Service data capturing efforts with SWIs and other regional business Services are collected and entered in specified data system(s) as directed by County; and

10.6.1.35.2.3 Respond with appropriate matching and referral Services for any job orders SWIs or other regional business service efforts brought into the AJCC as directed by County.

10.6.1.35.3 **CUSTOMIZED BUSINESS SERVICES**

10.6.1.35.3.1 Customized business services may be provided to employers, employer associations, or other such organizations. These services are tailored for specific employers and may include:

10.6.1.35.3.1.1 Customized screening and referral of qualified participants in training services to employers;

10.6.1.35.3.1.2 Customized services to employers, employer associations, or other such organizations on employment-related issues;

10.6.1.35.3.1.3 Customized recruitment events and related services for employers including targeted job fairs;

10.6.1.35.3.1.4 Human resource consultation services including, but not limited to, assistance with:

- 10.6.1.35.3.1.4.1 Writing/revising job descriptions and employee handbooks;
- 10.6.1.35.3.1.4.2 Developing performance evaluation and personnel policies;
- 10.6.1.35.3.1.4.3 Creating orientation sessions for new workers;
- 10.6.1.35.3.1.4.4 Honing job interview techniques for efficiency and compliance;
- 10.6.1.35.3.1.4.5 Analyzing employee turnover;
- 10.6.1.35.3.1.4.6 Creating job accommodations and using assistive technologies; or
- 10.6.1.35.3.1.4.7 Explaining labor and employment laws to help employers comply with discrimination, wage/hour, and safety/health regulations.

10.6.1.35.3.1.5 Customized labor market information for specific employers, sectors, industries or clusters; and

10.6.1.35.3.1.6 Other similar customized services as directed and approved by County.

10.7 INTEGRATED SERVICES DELIVERY MODEL

10.7.1 INTEGRATED SERVICES DELIVERY (ISD) MODEL PURPOSE AND OVERVIEW

The ISD Model represents the delivery of one-stop workforce Services in a manner that aligns all of the resources of participating partners to seamlessly address the training and employment needs of system Participants and Employer Participants. ISD is intended to reduce duplication and administrative burdens in order to provide a better match between Participants and Employers through more coordinated screening, assessment, skill development, and skill certification opportunities related to the need of Employers and economies. The goal is more people obtaining and retaining jobs, and receiving better wages.

The Los Angeles County ISD Model includes three core principles, which Contractor shall make use of when delivering services under this SOW:

- 10.7.1.1 Common Customer Pool – Participants composed of, at a minimum, WIOA Adult, Dislocated Worker, Wagner-Peyser Job Service, Trade Adjustment Assistance, and EDD’s Veterans programs;
- 10.7.1.2 Common Customer Flow - A common set of Career and Training Services available to all Participants that allows each the opportunity to access skills-based activities through self-directed Services and staff-assisted Services including skills development, skills marketing and employment opportunities. Skills-based activities focus on the Participant’s skill-set and abilities to obtain a job with a business in a high priority growth sector. SOW Exhibit 3 of Appendix B (Los Angeles County AJCC Customer Flow Chart), provides a visual tool generally illustrating Common Customer Flow.
- 10.7.1.3 Common Staffing - Shared and integrated staffing by onsite partners for the support of common Services, Participant flow and shared goals. This, at a minimum, includes WIOA and Wagner-Peyser staff.

10.7.2 **ISD MODEL IMPLEMENTATION**

10.7.2.1 Integrated Services can be delivered in many forms and can happen via cooperation or communication among service providers, collaboration among professionals across different sectors, and the physical or virtual co-location of complementary Services, or a mix of these.

Key elements of ISD implementation include co-location, collaboration, and cooperation, which Contractor shall utilize to best achieve integrated service delivery under this SOW, as described below:

10.7.2.1.1 Co-location refers to having all agencies in one location (e.g. AJCC).

10.7.2.1.2 Collaboration entails a higher level of integration than co-location. It refers to agencies working together through information sharing; creating a network of agencies to improve service to the AJCC Participants.

10.7.2.1.3 Cooperation is the highest degree of integration and is defined as professionals communicating and working together. When this occurs, costs can be lowered, Services are not duplicated, resources are leveraged, and the identification and response to Participants' needs can occur more quickly (i.e. MOUs, RSAs).

10.7.3 **ISD MODEL FUNCTIONS**

10.7.3.1 At its core, the ISD model organizes common staff by function, as follows:

10.7.3.1.1 The Welcome/Talent Engagement Team function welcomes and identifies the needs of each Participant, conducts a basic assessment (triage), collects initial registration data and connects the Participant to another team or outside resource based upon Participant need.

10.7.3.1.2 Skills/Talent Development Team function conducts a skills analysis, assessment testing, supportive services needs assessment career counseling, soft skills training, and referral to occupational skills training.

10.7.3.1.3 Employment Services (Job Getting/Talent Marketing Team) function provides job matching, job placement, coaching, job retention and Supportive Services to Participants who are skilled and qualified job seekers that will meet the needs of regional Employers.

Specific Employer Services are further outlined in Section 10.6.1.35 of this SOW, Employer and Customized Business Service Specific Activities.

- 10.7.3.1.4 Product Box functions serve Participants through workshops, events or referrals that include both live and on-line activities such as, but not limited to, orientations, eligibility determination, assessments, communication and attitude, world of work concepts, stress and time management, resetting job seeker strategies, job search methods in the current job market, financial literacy, computer literacy, OJT/work experience and internships, administrative skills, and labor market information. Products and Services could also include those that are offered by partner agencies that complement, enhance or act as a leveraged resource to the Services provided by Contractor. The Product Box for business/Employer Participants includes, but is not limited to, job fairs, recruiting, screening, assessments.
 - 10.7.3.1.5 Business Services function connects Employers to a single point of contact for Employer needs ensuring quality customer service, assists with job postings, in-center hiring events for pre-screened center talent, out of center recruitment events, job fairs, pre-referral and pre-hire testing and skill verification Services. Business Services are further outlined in Section 10.6.1.20 of this SOW, Business Services Requirements and Section 10.6.1.35 of this SOW, Employer and Customized Business Service Specific Activities.
- 10.7.4 Program Services at the AJCC (if applicable pursuant to Section 10.7.4.2 below) shall be provided through implementation of the ISD Model established by County and any applicable County Directive(s), delineated as follows:
- 10.7.4.1 Contractor shall operate ISD using the core principles described above.
 - 10.7.4.2 Should Contractor not have any onsite co-located partners and/or they choose to provide some Services through an Affiliate site(s), they may operate under the ISD model, however given the limited size, staffing and resources at such sites, Services conducted at an AJCC without onsite co-located partners and/or Affiliate sites shall not be required to be provided in an ISD format.
 - 10.7.4.3 Contractor shall provide Services through Product Box, as described above that is designed to provide Services in an ISD format.

10.7.4.3.1 Contractor shall continuously develop, maintain and update their Product Box to support Participants and to keep Service delivery activities relevant to the population served.

10.7.4.4 Functional teams, as further described below, shall carry out the ISD Model functions described above and shall include representatives from the on-site Mandated and Additional Partners staff. These teams include the following:

10.7.4.4.1 Welcome/Talent Engagement Team – will welcome and identify the needs of each Participant. The Welcome/Talent Engagement Team will identify which of the following two tracks may better meet the Participant’s needs:

10.7.4.4.1.1 WIOA Basic Career Services – are completed by the Participant, with limited or no staff interaction, which are further described in Section 10.6.1.27, WIOA Basic Career Services, of this SOW.

10.7.4.4.1.2 WIOA Individualized Career Services – are completed with staff interaction and require the Participant to be enrolled in the WIOA ADW Program, which is further described in Section 10.6.1.28, WIOA Individualized Career Services, of this SOW.

10.7.4.4.1.3 The Welcome/Talent Engagement Team staff shall ensure all Participants walking in to the AJCC are provided an overview of the following Services:

10.7.4.4.1.3.1 WIOA Basic Career and Individualized Career Services;

10.7.4.4.1.3.2 Orientation information;

10.7.4.4.1.3.3 Eligibility and Enrollment Information (including the documentation required to enroll into the WIOA ADW Program);

10.7.4.4.1.3.4 Information on an initial assessment;

10.7.4.4.1.3.5 Informational /transitional workshops, such as resume preparation, interview techniques, job search skills and stress and time management; and

10.7.4.4.1.3.6 Information and guidance on transitioning to the Skills/Talent Development Team and/or the Job Getting/Talent Marketing Team.

10.7.4.4.1.4 The Welcome/Talent Engagement Team may be responsible for determining Program enrollment eligibility.

10.7.4.4.1.5 The Welcome/Talent Engagement Team shall refer Participants who are in need of skills development to the Skills/Talent Development Team.

10.7.4.4.1.6 The Welcome/Talent Engagement Team may refer Participants who do not enroll into the ADW Program and who have the skills necessary to compete in the regional labor force to the Job Getting/Talent Marketing Team.

10.7.4.4.1.7 The Welcome/Talent Engagement Team shall develop and implement policies and procedures for the following activities:

10.7.4.4.1.7.1 Greeting Customers;

10.7.4.4.1.7.2 Introduction and Orientation to Services and requirements;

10.7.4.4.1.7.3 Employment/Engagement Packet;

10.7.4.4.1.7.4 Initial Assessments - Assessments will be conducted in groups, in the computer labs, or one-on-one in the resource room. Results of the assessments will drive the referral process to the appropriate Product Box tools; and

10.7.4.4.1.7.5 Informational/Transitional Workshops.

10.7.4.4.1.8 Contractor's Welcome/Talent Engagement Team shall ensure that only those Participants who have completed 1) the Employment/Engagement packet, 2) initial assessment, 3) a resource room career exploration activity and 4) two Informational/Transition Workshops from the Product Box which include, but are not limited to, labor market information, resume writing, and interviewing tips, are considered for registration and enrollment.

10.7.4.4.1.9 Contractor's Welcome/Talent Engagement Team shall ensure that applicable Services from the Product Box are provided to Participants.

10.7.4.4.2 Skills/Talent Development Team – shall ensure Participants are provided with Individualized Career and Training Services in accordance with AB-1270 California Workforce Innovation and Opportunity Act, Chapter 94 requirements that include opportunities for Participants to receive skills improvement necessary to obtain employment.

10.7.4.4.2.1 The Skills/Talent Development Team shall provide Services through one-on-one career counseling and coaching, which will begin with the development of Participant's Individual Employment Plan (IEP).

10.7.4.4.2.2 The Skills/Talent Development Team shall identify skills-based education and training opportunities, basic skills and skills-

enhancing products, guidance in selection of Adult Education programs and other community-based training providers, group coaching sessions and counseling as needed.

10.7.4.4.2.3 The Skills/Talent Development Team shall implement policies and procedures, as directed by County, to ensure Participants receive the Services necessary to improve their skills and make them more employable.

10.7.4.4.2.4 The Skills/Talent Development Team shall work with the Participants to develop their IEP and help facilitate the process with them so they can identify and overcome any barriers and become a more qualified job candidate ready for employment.

10.7.4.4.2.5 The Skills/Talent Development Team shall ensure that applicable Services from the Product Box are provided to Participants.

10.7.4.4.2.6 The Skills/Talent Development Team shall make determinations of eligibility for AB-1270 California Workforce Innovation and Opportunity Act, Chapter 94, Training Services.

10.7.4.4.2.7 The Skills/Talent Development Team shall ensure that priority of Services for Priority Populations, as delineated in Section 10.4, Priority Requirements, is adhered to when providing Individualized Career and Training Services.

10.7.4.4.3 Job Getting/Talent Marketing Team – shall provide job matching, job placement, coaching, and job retention Services to Participants who are skilled and qualified job seekers that meet the needs of regional Employers.

10.7.4.4.3.1 The Job Getting/Talent Marketing Team shall provide one-on-one counseling and group activities that will support their efforts in becoming a better job candidate. In addition to the one-on-one support, staff shall utilize the Product Box to support and assist in Participant growth.

10.7.4.4.3.2 The Job Getting/Talent Marketing Team shall ensure that applicable Services from the Product Box are provided to Participants.

10.7.4.4.3.3 The Job Getting/Talent Marketing Team will develop and implement policies and procedures on job placement coaching, job retention and Supportive Services to create skilled, qualified job seekers that meet the needs of regional Employers, and providing referrals to job opportunities.

11.0 BRANDING

- 11.1 Contractor shall adhere to the current and, if applicable, subsequent name for the County workforce system of providing employment and training through the Workforce Innovation and Opportunity Act (WIOA) partnerships and various other local programs as "America's Job Center of CaliforniaSM" (service marks are regulated by the law of "Unfair Competition." At the federal level, service mark infringement is governed by the "Lanham Trademark Act of 1946 (15 U.S.C.A. § 1051 et. seq.). At the state level, service mark infringement is governed by analogous "Intellectual Property" statutes that have been enacted in many jurisdictions.
- 11.2 Contractor shall agree to place the America's Job Center of California logo, in accordance with the State of California and County guidelines for such use, on all public materials such as statements, press releases, brochures, advertisements, reports, and other documents describing projects or programs funded in whole or in part with WIOA funds.
- 11.3 Contractor shall not use the America's Job Center of California logo in any manner that would imply that the State of California or County endorses a commercial product, service, or activity.
- 11.4 Contractor shall use only the full name assigned by County Directive inclusive of the AJCC or the trademark approved by DOL, State of California and the LACWDB to identify the site and all related materials; Contractor shall not use Contractor's legal name or "dba" to identify the AJCC or related materials.
- 11.5 Contractor shall communicate and coordinate local outreach, branding, and promotional strategies and shall support County led and supported outreach initiatives.
- 11.6 County shall provide Contractor with a Branding package, upon award of Contract.

12.0 VETERANS AJCC ONE-STOP OPERATOR CERTIFICATION

- 12.1 Contractors that are designated as One-Stop Operators of a Comprehensive AJCC or AJCC, as further described in *Exhibit BB, Los Angeles County Comprehensive AJCC or AJCC One-Stop Operator Requirements*, of the Contract, shall comply with the One-Stop Certification requirements as delineated in County Policies and Directives.

13.0 INTENTIONALLY OMITTED

14.0 GREEN INITIATIVES

- 14.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 14.2 Contractor shall notify County of Contractor’s new green initiatives prior to the contract commencement.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

- 15.1 All listings of Services used in the Performance Requirements Summary (PRS) chart (see *Appendix B-3, Veterans AJCC SOW Exhibits, Exhibit 3*) are intended to be completely consistent with Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any Service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent Service will be null and void and place no requirement on Contractor.
- 15.1.1 Contractor shall serve the number of customers and enroll the number of Participants delineated in *Appendix B-3, Veterans AJCC SOW Exhibits, Exhibit 4, Performance Measures and Goals*.
- 15.1.2 Contractor acknowledges that performance measures may change on a year-to-year basis at the direction of County.
- 15.1.1.1 Contractor acknowledges that for purposes of performance measurement, a participant must be a reportable individual who has received services other than the services described in 20 CFR Part 677.150(a)(3), after satisfying all applicable programmatic requirements for the provision of services, such as eligibility determination.
- 15.1.3 Contractor also acknowledges that at the start of each Program Year (PY) performance standards or goals are set by the United States Department of Labor (DOL), California Employment Development Department (EDD), and LACWDB, which Contractors are required to meet.

15.1.4 Contractor acknowledges that the DOL WIOA Accountability Measures are calculated on a quarterly basis and finalized at the end of each PY. These measures include Program data from multiple Program Years as they are used by the federal government to evaluate the efficacy of the WIOA Program. WIOA Veterans Program performance is measured by the PY that begins on July 1st and ends on June 30th. Contractor further acknowledges the County Veterans Program Performance Measures, in combination with, and including the DOL Measures, which will be reflected in *Contract, Exhibit X2, Veterans Program AJCC Performance Measures and Goals*, gauge key Program performance indicators, including evaluation of Contractor performance in the following:

15.1.4.1 DOL Accountability Measures

- 15.1.4.1.1 Entered Unsubsidized Employment Rate (2nd Quarter after Exit);
- 15.1.4.1.2 Entered Unsubsidized Employment Rate (4th Quarter after Exit);
- 15.1.4.1.3 Median Earnings;
- 15.1.4.1.4 Attainment of a Recognized Post-Secondary Credential or Secondary School Diploma Rate (during participation or within 1 year after exit and only if also obtaining or retaining employment or in education or training program leading to a recognized postsecondary credential within 1 year after exit);
- 15.1.4.1.5 In-Program Skills Gain; and
- 15.1.4.1.6 Indicators of Effectiveness in Serving Employers

15.1.4.2 County Local Performance Measures

- 15.1.4.2.1 Total Basic Career Participants Served.
- 15.1.4.2.2 Percent of Basic Career Participants that Entered Employment
- 15.1.4.2.3 WIOA Carryover Enrollments
- 15.1.4.2.4 WIOA New Enrollments
- 15.1.4.2.5 WIOA Total Enrollments
- 15.1.4.2.6 WIOA Training Enrollments
- 15.1.4.2.7 WIOA Training-Related Employment
- 15.1.4.2.8 WIOA Priority Population Enrollments
- 15.1.4.2.9 Percent of Priority Population Participants that Entered Employment
- 15.1.4.2.10 WIOA Exits
- 15.1.4.2.11 WIOA Placements
- 15.1.4.2.12 Percent of Required Follow-ups Due that are Completed

- 15.1.5 In addition to the above WIOA Veterans Program Performance measures, other data including, but not limited to, the following will also be tracked for possible performance measurement:
 - 15.1.5.1 Transitions to post-secondary education, training or employment;
 - 15.1.5.2 Entries into career pathway training programs in demand industries within high growth sectors; and
 - 15.1.5.3 Other workforce-related and business engagement criteria designated by the County.
- 15.1.6 Contractor shall measure Participant outcomes by obtaining, tracking, and reporting the performance data of the core indicators for its Participants. DOL, State, or County, in conjunction with the LACWDB and/or the Los Angeles County Board of Supervisors, may establish additional performance measures that Contractor shall comply with once the additional measures are promulgated.
 - 15.1.6.1 Contractor shall, at a minimum, be held to the yearly DOL Accountability Measures, as published by the State, regardless of when the State notifies County of the required measures.
- 15.1.7 Contractor performance will be reviewed by County on a quarterly basis at a minimum.
 - 15.1.7.1 At 3/6/9 month review from award of Contract, if Contractor is not satisfactorily progressing, technical assistance will be provided and a Corrective Action Plan (CAP) requested.
 - 15.1.7.2 At 12 months from award of Contract, if annual performance goals are not met, Contractor will be placed on probation in accordance with *Contract, Sub-paragraph 8.15 (County's Quality Assurance Plan)* and advised that performance standards/satisfactory progress must be made at the end of 18 months or Contract will not be renewed after the initial 24 month term.
 - 15.1.7.3 At 15 months from award of Contract, if Contractor is not satisfactorily progressing, technical assistance will continue and an additional CAP shall be required.
 - 15.1.7.4 At 18 months from award of Contract, if Contractor's performance is not satisfactory County may formally notify Contractor that the Contract may not be renewed at the end of initial term.
 - 15.1.7.5 Contractor acknowledges that any Contractor deficiencies that County determines are severe or continuing which may place the performance of this Contract and any amendments hereto in jeopardy if not corrected, may be reported to the County's databases that track/monitor performance history, as further defined in *Contract, Sub-paragraph 4.3*.

15.1.7.6 Any such report as referenced above shall include improvement/corrective action measures taken by County and Contractor.

15.1.7.6.1 Notwithstanding the performance requirements and corrective steps specified above, if improvement does not occur consistently with the corrective action measures, County may terminate this Contract with Contractor, and/or any amendments in whole or in part, or take other action as specified in the Contract.

15.1.7.7 Contractor acknowledges that satisfactory performance under this Contract does not automatically guarantee any renewal or extended performance and that any such decision to offer a renewal or extension lies solely with County.